

1           Countrywide Home Loans obtains deposit or bank  
2 account statements from each prospective borrower for  
3 the month immediately prior to the date of the mortgage  
4 loan application. Under the CLUES Plus Documentation  
5 Program, the maximum Loan-to-Value Ratio is 75% and  
6 property values may be based on appraisals comprising  
7 only interior and exterior inspections. Cash-out  
8 refinances and investor properties are not permitted under  
9 the CLUES Plus Documentation Program.

10          *See SAC Appendix Exhibit X; see also Exhibit Y.*

11          190. Finally, pursuant to the CWALT Offering Documents at issue herein,  
12 the Streamlined Documentation Program offered refinancing for non-delinquent  
13 borrowers who had originated their loans with Countrywide, but this program was  
14 limited:

15          The Streamlined Documentation Program is available for  
16 borrowers who are refinancing an existing mortgage loan  
17 that was originated or acquired by Countrywide Home  
18 Loans provided that, among other things, the mortgage  
19 loan has not been more than 30 days delinquent in  
20 payment during the previous twelve-month period. Under  
21 the Streamlined Documentation Program, appraisals are  
22 obtained only if the loan amount of the loan being  
23 refinanced had a Loan-to-Value Ratio at the time of  
24 origination in excess of 80% or if the loan amount of the  
25 new loan being originated is greater than \$650,000. In  
26 addition, under the Streamlined Documentation Program,  
27 a credit report is obtained but only a limited credit review  
28 is conducted, no income or asset verification is required,  
and telephonic verification of employment is permitted.  
The maximum Loan-to-Value Ratio under the  
Streamlined Documentation Program ranges up to 95%.

29          *See SAC Appendix Exhibit Z; see also Exhibit AA.*

30          191. These statements contained material misstatements and omissions of  
31 fact when made because, contrary to its published statement that "a determination  
32 generally is made as to whether the prospective borrower has sufficient monthly  
33 income available to meet monthly housing expenses and other financial obligations

1 and monthly living expenses and to meet the borrower's monthly obligations on  
2 the proposed mortgage loan," Countrywide implemented policies designed to  
3 extend mortgages to borrowers regardless of whether they were able to meet their  
4 obligations under the mortgage, described *supra* at ¶¶91-101, 151-75, such as:

- 5 • Coaching borrowers to misstate their income on loan  
6 applications to qualify for mortgage loans under  
7 Countrywide's underwriting standards, including  
8 directing applicants to no-documentation loan programs  
9 when their income was insufficient to qualify for full  
documentation loan programs;
- 10 • Steering borrowers to more expensive loans that  
11 exceeded their borrowing capacity;
- 12 • Encouraging borrowers to borrow more than they could  
13 afford by suggesting NINA and SISA loans when they  
14 could not qualify for full documentation loans based on  
their actual incomes;
- 15 • Approving borrowers based on "teaser rates" for loans  
16 despite knowing that the borrower would not be able to  
afford the "fully indexed-rate" when the adjustable rate  
adjusted;
- 17 • Allowing non-qualifying borrowers to be approved for  
18 loans under exceptions to Countrywide's underwriting  
standards based on so-called "compensating factors"  
without requiring documentation for such compensating  
factors;
- 19 • Incentivizing its employees to approve borrowers under  
20 exceptions to Countrywide's underwriting policies;
- 21 • Systematically overriding flags identified by the CLUES  
22 system that were meant to weed out non-qualifying loans  
and, despite the flags, approving such loans; and
- 23 • Failing to determine whether stated income or stated  
24 assets were reasonable, failing to inform investors that  
25 Countrywide employees used [www.salary.com](http://www.salary.com) in order  
26 to determine whether stated income or stated  
27 assets were reasonable, failing to inform investors that  
28 Countrywide employees used [www.salary.com](http://www.salary.com) in order

1 to verify income and, often times, failing to check the  
2 veracity of information that was provided and easily  
3 verified (such as bank account balances).

4 192. Each Registration Statement and Prospectus Supplement issued by  
5 CWALT and CWMBS at issue herein contained the following language  
6 concerning the collateral supporting each mortgage pooled in the Issuing Trusts  
7 and the appraisals by which the collateral was valued:

8 Except with respect to mortgage loans originated  
9 pursuant to its Streamlined Documentation Program,  
10 Countrywide Home Loans obtains appraisals from  
11 independent appraisers or appraisal services for  
12 properties that are to secure mortgage loans. The  
13 appraisers inspect and appraise the proposed mortgaged  
14 property and verify that the property is in acceptable  
15 condition. Following each appraisal, the appraiser  
16 prepares a report which includes a market data analysis  
17 based on recent sales of comparable homes in the area  
18 and, when deemed appropriate, a replacement cost  
analysis based on the current cost of constructing a  
similar home. All appraisals are required to conform to  
Fannie Mae or Freddie Mac appraisal standards then in  
effect.

19 See SAC Appendix Exhibit BB; *see also* Exhibit CC.

20 193. Each Registration Statement and Prospectus Supplement issued by  
21 CWABS and CWHEQ at issue herein contained the following language  
22 concerning the collateral supporting each mortgage pooled in the Issuing Trusts  
23 and the appraisals by which the collateral was valued:

24  
25 Countrywide Home Loans' underwriting standards are  
26 applied in accordance with applicable federal and state  
27 laws and regulations and require an independent  
28 appraisal of the mortgaged property prepared on a  
Uniform Residential Appraisal Report (Form 1004) or  
other appraisal form as applicable to the specific

1 mortgaged property type. Each appraisal includes a  
2 market data analysis based on recent sales of comparable  
3 homes in the area and, where deemed appropriate,  
4 replacement cost analysis based on the current cost of  
5 constructing a similar home and generally is required to  
have been made not earlier than 180 days prior to the  
date of origination of the mortgage loan.

6 *See SAC Appendix Exhibit DD; see also Exhibit EE.*

7 194. In general, the Prospectus Supplements issued by CWHEQ at issue  
8 herein contained representations concerning the appraisals done with respect to  
9 home equity and second mortgage liens. They stated with respect to home equity  
10 loans:

11 Full appraisals are generally performed on all home  
12 equity loans. These appraisals are determined on the  
13 basis of an applicable originator-approved, independent  
14 third-party, fee-based appraisal completed on forms  
15 approved by Fannie Mae or Freddie Mac. For certain  
16 home equity loans that had at origination a credit limit  
17 between \$100,000 and \$250,000, determined by the  
18 FICO score of the borrower, a drive-by evaluation is  
19 generally completed by a state-licensed, independent  
20 third party, professional appraiser on forms approved by  
21 either Fannie Mae or Freddie Mac. The drive-by  
22 evaluation is an exterior examination of the premises by  
23 the appraiser to determine that the property is in good  
24 condition. The appraisal is based on various factors,  
25 including the market value of comparable homes and the  
26 cost of replacing the improvements, and generally must  
27 have been made not earlier than 180 days before the date  
of origination of the mortgage loan. For certain home  
equity loans with credit limits between \$100,000 and  
\$250,000, determined by the FICO score of the borrower,  
the applicable originator may have the related mortgaged  
property appraised electronically. The minimum and  
maximum loan amounts for home equity loans are  
generally \$7,500 (or, if smaller, the state-allowed  
maximum) and \$1,000,000, respectively.

1 *See SAC Appendix Exhibit FF.*

2 195. In addition, and sometimes in place of the language directly above,  
3 with respect to closed-end second lien mortgage loans, the Prospectus Supplements  
4 for the CWHEQ Offerings at issue herein stated the following:

5  
6 Full appraisals are generally performed on all closed-end  
7 second lien mortgage loans that at origination had a loan  
8 amount of more than \$100,000. These appraisals are  
9 determined on the basis of a sponsor-approved,  
10 independent third-party, fee-based appraisal completed  
11 on forms approved by Fannie Mae or Freddie Mac. For  
12 certain closed-end second lien mortgage loans that had at  
13 origination a loan amount between \$100,000 and  
14 \$250,000, determined by the FICO score of the borrower,  
15 a drive-by evaluation is generally completed by a state  
16 licensed, independent third-party, professional appraiser  
17 on forms approved by either Fannie Mae or Freddie Mac.  
18 The drive-by evaluation is an exterior examination of the  
19 premises by the appraiser to determine that the property  
20 is in good condition. The appraisal is based on various  
21 factors, including the market value of comparable homes  
22 and the cost of replacing the improvements, and  
23 generally must have been made not earlier than 180 days  
before the date of origination of the mortgage loan. For  
certain closed-end second lien mortgage loans with loan  
amounts less than \$250,000, determined by the FICO  
score of the borrower, Countrywide Home Loans may  
have the related mortgaged property appraised  
electronically. The minimum and maximum loan  
amounts for closed-end second lien mortgage loans are  
generally \$7,500 (or, if smaller, the state-allowed  
maximum) and \$1,000,000, respectively.

24  
25 *See SAC Appendix Exhibit GG.*

26 196. Finally, with respect to its CWALT Offerings at issue herein,  
27 Countrywide also offered expanded underwriting allowing for higher LTV and  
28 loan amounts though loans would still be subject to certain standards:

Mortgage loans which are underwritten pursuant to the Expanded Underwriting Guidelines may have higher Loan-to-Value Ratios, higher loan amounts and different documentation requirements than those associated with the Standard Underwriting Guidelines. The Expanded Underwriting Guidelines also permit higher debt-to-income ratios than mortgage loans underwritten pursuant to the Standard Underwriting Guidelines.

Countrywide Home Loans' Expanded Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination on owner occupied properties of up to 100% on 1 unit properties with principal balances up to \$333,700 (\$500,550 in Alaska and Hawaii) and 2 unit properties with principal balances up to \$427,150 (\$640,725 in Alaska and Hawaii) and up to 85% on 3 unit properties with principal balances of up to \$516,300 (\$774,450 in Alaska and Hawaii) and 4 unit properties with principal balances of up to \$641,650 (\$962,475 in Alaska and Hawaii). On second homes, Countrywide Home Loans' Expanded Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination of up to 95% on 1 unit properties with principal balances up to \$333,700 (\$500,550 in Alaska and Hawaii). Countrywide Home Loans' Expanded Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination on investment properties of up to 90% unit properties with principal balances up to \$333,700 (\$500,550 in Alaska and Hawaii) and 2 unit properties with principal balances up to \$427,150 (\$640,725 in Alaska and Hawaii) and up to 85% on 3 unit properties with principal balances of up to \$516,300 (\$774,450 in Alaska and Hawaii) and 4 unit properties with principal balances of up to \$641,650 (\$962,475 in Alaska and Hawaii). Under its Expanded Underwriting Guidelines, Countrywide Home Loans generally permits a debt-to-income ratio based on the borrower's monthly housing expenses of up to 36% and a debt-to-income ratio based on the borrower's total monthly debt of up to

1                   40%; provided, however, that if the Loan-to-Value Ratio  
2 exceeds 80%, the maximum permitted debt-to-income  
3 ratios are 33% and 38%, respectively.

4                   In connection with the Expanded Underwriting  
5 Guidelines, Countrywide Home Loans originates or  
6 acquires mortgage loans under the Full Documentation  
7 Program, the Alternative Documentation Program, the  
8 Reduced Documentation Loan Program, the No  
9 Income/No Asset Documentation Program and the Stated  
10 Income/Stated Asset Documentation Program. Neither  
11 the No Income/No Asset Documentation Program nor the  
12 Stated Income/Stated Asset Documentation Program is  
13 available under the Standard Underwriting Guidelines.  
14 The same documentation and verification requirements  
15 apply to mortgage loans documented under the  
16 Alternative Documentation Program regardless of  
17 whether the loan has been underwritten under the  
18 Expanded Underwriting Guidelines or the Standard  
19 Underwriting Guidelines. However, under the Alternative  
20 Documentation Program, mortgage loans that have been  
21 underwritten pursuant to the Expanded Underwriting  
22 Guidelines may have higher loan balances and Loan-to-  
23 Value Ratios than those permitted under the Standard  
24 Underwriting Guidelines

25                  *See SAC Appendix Exhibit HH.*

26                  197. These statements contained material misstatements and omitted  
27 necessary facts when made because they failed to disclose that the value and  
28 adequacy of the mortgaged property was not appraised, on a consistent basis, using  
“market data analysis based on recent sales of comparable homes in the area,  
where deemed appropriate, replacement cost analysis based on the current costs of  
constructing a similar home” or “on the basis of an applicable originator-approved,  
independent third-party, fee-based appraisal completed on forms approved by  
Fannie Mae or Freddie Mac.” Instead, as alleged herein, Countrywide  
systematically inflated appraisals for properties used as collateral for mortgage  
loans underlying the Issuing Trusts. These inflated appraisals did not conform to

1 the USPAP and were not market data analyses of comparable homes in the area or  
2 analyses of the cost of construction of a comparable home.

3       198. Each Prospectus Supplement at issue herein referenced and  
4 incorporated into each Registration Statement described the LTV ratio of the  
5 mortgages pooled into the Issuing Trusts. The LTV ratio of mortgages in the  
6 Issuing Trusts was described as equal to: (1) the principal balance of the mortgage  
7 loan at the date of origination, divided by (2) the collateral value of the related  
8 mortgaged property, where the “collateral value” was the lesser of either the  
9 appraised value based on an appraisal made for Countrywide by an independent  
10 fee appraiser at the time of the origination of the related mortgage loan, or the sales  
11 price of the mortgaged property at the time of origination. Each Prospectus  
12 Supplement then provided an average LTV ratio of the mortgage loans included in  
13 the Issuing Trusts and a disclosure concerning the maximum LTV ratio of  
14 mortgage loans included in the Issuing Trusts. *See SAC Appendix Exhibit II.*

15       199. The statements concerning the average LTV ratio of mortgages  
16 included in the Issuing Trusts and the maximum LTV ratio of mortgages included  
17 in the Issuing Trusts were materially misstated when made because these ratios  
18 were based on incorrect and/or inflated appraisal values assigned to the collateral  
19 supporting the mortgage loans pooled into each Issuing Trust. For example, as  
20 explained above, the appraisals of the properties underlying the mortgage loans  
21 were inaccurate and inflated. Furthermore, stated sales prices of properties  
22 underlying the mortgage loans did not accurately reflect the true values of the  
23 properties. These inflated appraisals and misleading sales prices were used to  
24 calculate the LTV ratios listed in the Prospectus Supplements. Incorporating an  
25 inflated appraisal into the LTV ratio calculation will result in a lower LTV ratio for  
26 a given loan. For instance, as described above, if a borrower seeks to borrow  
27 \$90,000 to purchase a house worth \$100,000, the LTV ratio is \$90,000/\$100,000  
28 or 90%. If, however, the appraised value of the house is artificially increased to

1 \$120,000, the LTV ratio drops to just 75% (\$90,000/\$120,000). Due to the  
2 inflated appraisals, the LTV ratios listed in the Prospectus Supplements were  
3 artificially low, making it appear that the loans underlying the trusts had greater  
4 collateral and thus were less risky than they actually were.

5 200. The Offering Documents also stated that exceptions to underwriting  
6 standards could be granted if the borrower's loan application reflected  
7 "compensating factors" including "loan-to-value ratio." As detailed above,  
8 however, the LTV ratios were deflated and inaccurate; therefore the use of this  
9 metric as a "compensating factor" further violated the stated underwriting  
10 standards. These statements in the Offering Documents related to Countrywide's  
11 underwriting standards contained material misstatements and omissions because,  
12 as described herein, Countrywide: (1) systematically disregarded its stated  
13 underwriting standards and regularly made exceptions to its underwriting  
14 guidelines in the absence of sufficient compensating factors. Despite assurances  
15 that certain loans were limited to borrowers with excellent credit histories,  
16 Countrywide routinely extended these loans to borrowers with weak credit  
17 histories; and (2) largely disregarded appraisal standards and did not prepare  
18 appraisals in conformity with Fannie Mae or Freddie Mac appraisal standards.

19 **IX. CLASS ACTION ALLEGATIONS**

20 201. Plaintiffs bring this action as a class action pursuant to Federal Rules  
21 of Civil Procedure Rule 23(a) and (b)(3), individually, and on behalf of a class  
22 consisting of all persons or entities who purchased or otherwise acquired beneficial  
23 interests in the Certificates identified herein issued pursuant and/or traceable to the  
24 Offering Documents defined above (the "Class") and were damaged thereby.

25 202. This action is properly maintainable as a class action for the following  
26 reasons:

27 203. The Class is so numerous that joinder of all members is impracticable.

1 While the exact number of Class members is unknown to Plaintiffs at this time and  
2 can only be ascertained through discovery, Plaintiffs believe that there are  
3 thousands of members of the proposed Class, who may be identified from records  
4 maintained by the Issuer Defendants and/or may be notified of this action using the  
5 form of notice customarily used in securities class actions.

6 204. Plaintiffs are committed to prosecuting this action and have retained  
7 competent counsel experienced in litigation of this nature. Plaintiffs' claims are  
8 typical of the claims of the other members of the Class and Plaintiffs have the same  
9 interests as the other members of the Class. All of the tranches for each Certificate  
10 Offering were issued pursuant to a single Prospectus Supplement issued by  
11 Defendants pursuant to a common Shelf Registration Statement. The individual  
12 tranches which made up the Offerings were interconnected by virtue of the credit  
13 enhancement provisions specified in each of the Prospectus Supplements.  
14 Plaintiffs have standing to bring such claims because the Class of purchasers of the  
15 Countrywide Certificates suffered damages from the impairment of the entire  
16 mortgage pools and the value of all tranches in each series of Certificates depended  
17 on the performance of the same pools of mortgages. As such, the impairment of  
18 the collateral underlying a particular Certificate Offering affected all of the  
19 tranches in that Offering. Accordingly, Plaintiffs are adequate representatives of  
20 the Class and will fairly and adequately protect the interests of the Class.

21 205. The prosecution of separate actions by individual members of the  
22 Class would create the risk of inconsistent or varying adjudications with respect to  
23 individual members of the Class, which would establish incompatible standards of  
24 conduct for Defendants, or adjudications with respect to individual members of the  
25 Class which would, as a practical matter, be dispositive of the interests of the other  
26 members not parties to the adjudications or substantially impair or impede their  
27 ability to protect their interests.

28 206. A class action is superior to all other methods for a fair and efficient

1 adjudication of this controversy. There will be no difficulty in the management of  
2 this action as a class action. Furthermore, the expense and burden of individual  
3 litigation make it impossible for members of the Class to individually redress the  
4 wrongs done to them.

5 207. There are questions of law and fact which are common to the Class  
6 and which predominate over questions affecting any individual Class member.  
7 The common questions include, *inter alia*, the following:

8 (a) whether Defendants violated the Securities Act;

9 (b) whether statements made by Defendants to the investing public  
10 in the Registration Statements, Prospectuses and Prospectus Supplements both  
11 omitted and misrepresented material facts about the underlying mortgages; and

12 (c) the extent and proper measure of the damages sustained by the  
13 members of the Class.

14 **X. STANDING**

16 208. Plaintiffs have constitutional standing to advance the claims alleged  
17 herein. As set forth herein at ¶¶60-83 as well as in Plaintiffs' certifications (see  
18 ¶¶29-32), Plaintiffs purchased the Countrywide Certificates and are alleged to have  
19 been damaged by Defendants, and can assert a claim directly against each  
20 Defendant. Accordingly, Plaintiffs have alleged concrete and particularized  
21 invasions of legally protected interests for all of the claims alleged under the  
22 Securities Act.

23 **XI. CLAIMS**

24 **COUNT I**

25 **Violation of Section 11 of the Securities Act Against the Individual**  
**Defendants, the Issuer Defendants, and the Underwriter Defendants**

27 209. Plaintiffs repeat and reallege each and every allegation contained  
28 above as if fully set forth herein only to the extent, however, that such allegations

1 do not allege fraud, scienter or the intent of the Defendants to defraud Plaintiffs or  
2 members of the Class. This Count is predicated upon Defendants' strict liability  
3 for material misstatements and omissions in the Offering Documents. This Count  
4 is brought pursuant to Section 11 of the Securities Act, on behalf of the Class,  
5 against the Individual Defendants, the Issuer Defendants, and the Underwriter  
6 Defendants.

7       210. The Offering Documents for the Offerings were materially inaccurate  
8 and misleading, contained untrue statements of material facts, omitted to state  
9 other facts necessary to make the statements not misleading, and omitted to state  
10 material facts required to be stated therein.

11       211. The Defendants named in this Count are strictly liable to Plaintiffs  
12 and the Class under Section 11 of the Securities Act for the misstatements and  
13 omissions contained in the Offering Documents issued in connection with the  
14 following Certificate Offerings:

Issuing Trust	Plaintiff	SAC ¶
CWALT 2005-62	OPERS	62
CWL 2006-S3	IPERS	67
CWL 2006-S9	IPERS	68
CWL 2006-3	GBPHB	74
CWL 2006-6	GBPHB	75
CWL 2006-9	GBPHB	76
CWL 2006-11	GBPHB	77
CWL 2006-15	GBPHB	78
CWL 2006-24	GBPHB	79
CWHL 2006-HYB3	OPERS	83

23       212. The Individual Defendants signed the Registration Statements for the  
24 Offerings, which were incorporated by reference into the Prospectuses and  
25 Prospectus Supplements, on behalf of the Issuer Defendants.

26       213. Defendant CSC, an affiliate of CFC, acted as an underwriter in the  
27 sale of the Issuing Trusts' Certificates, and helped to draft and disseminate the  
28 Offering Documents for the Certificates. Defendant CSC was an underwriter for

1 the Issuing Trusts as shown in **SAC Appendix Exhibit B**. Defendant Bank of  
2 America is successor in interest to CSC.

3 214. Defendant Deutsche Bank acted as an underwriter in the sale of the  
4 Issuing Trusts' Certificates, and helped to draft and disseminate the Offering  
5 Documents for the Certificates. Defendant Deutsche Bank was an underwriter for  
6 the Issuing Trusts as shown in **SAC Appendix Exhibit B**.

7 215. Defendant UBS acted as an underwriter in the sale of the Issuing  
8 Trusts' Certificates, and helped to draft and disseminate the Offering Documents  
9 for the Certificates. Defendant UBS was an underwriter for the Issuing Trusts as  
10 shown in **SAC Appendix Exhibit B**.

11 216. Defendant Morgan Stanley acted as an underwriter in the sale of the  
12 Issuing Trusts' Certificates, and helped to draft and disseminate the Offering  
13 Documents for the Certificates. Defendant Morgan Stanley was an underwriter for  
14 the Issuing Trusts as shown in **SAC Appendix Exhibit B**.

15 217. Defendant Goldman Sachs acted as an underwriter in the sale of the  
16 Issuing Trusts' Certificates, and helped to draft and disseminate the Offering Documents  
17 for the Certificates. Defendant Goldman Sachs was an underwriter for the Issuing Trusts as  
18 shown in **SAC Appendix Exhibit B**.

19 218. Defendant RBS acted as an underwriter in the sale of the Issuing  
20 Trusts' Certificates, and helped to draft and disseminate the Offering Documents  
21 for the Certificates. Defendant RBS was an underwriter for the Issuing Trusts as  
22 shown in **SAC Appendix Exhibit B**.

23 219. Defendant Barclays acted as an underwriter in the sale of the Issuing  
24 Trusts' Certificates, and helped to draft and disseminate the Offering Documents  
25 for the Certificates. Defendant Barclays was an underwriter for the Issuing Trusts  
26 as shown in **SAC Appendix Exhibit B**.

27 220. Defendant HSBC acted as an underwriter in the sale of the Issuing  
28 Trusts' Certificates, and helped to draft and disseminate the Offering Documents

1 for the Certificates. Defendant HSBC was an underwriter for the Issuing Trusts as  
2 shown in **SAC Appendix Exhibit B.**

3       221. The Defendants named in this Count owed to Plaintiffs the duty to  
4 make a reasonable and diligent investigation of the statements contained in the  
5 Registration Statements at the time they became effective to ensure that such  
6 statements were true and correct and that there was no omission of material facts  
7 required to be stated in order to make the statements contained therein not  
8 misleading. The Defendants knew, or in the exercise of reasonable care should  
9 have known, of the material misstatements and omissions contained in or omitted  
10 from the Offering Documents as set forth herein. As such, the Defendants are  
11 liable to the Class.

12       222. None of the Defendants named in this Count made a reasonable  
13 investigation or possessed reasonable grounds for the belief that the statements  
14 contained in the Offering Documents were true or that there was no omission of  
15 material facts necessary to make the statements made therein not misleading.

16       223. The Defendants named in this Count issued and disseminated, caused  
17 to be issued and disseminated, and participated in the issuance and dissemination  
18 of material misstatements to the investing public which were contained in the  
19 Offering Documents, which misrepresented or failed to disclose, *inter alia*, the  
20 facts set forth above.

21       224. By reason of the conduct herein alleged, each of the Defendants  
22 named in this Count violated Section 11 of the Securities Act.

23       225. Plaintiffs acquired the Certificates pursuant and traceable to the  
24 Offering Documents.

25       226. At the time they obtained their Certificates, Plaintiffs and members of  
26 the Class did so without knowledge of the facts concerning the misstatements or  
27 omissions alleged herein.

28       227. This claim is brought within one year after discovery of the untrue

statements and omissions in and from the Offering Documents which should have been made through the exercise of reasonable diligence, and within three years of the effective date of the Offering Documents.

228. Plaintiffs and the Class have sustained damages. The value of the Certificates has declined substantially, subsequent to, and due to, the violations of the Defendants named in this Count.

229. By virtue of the foregoing, Plaintiffs and the other members of the Class are entitled to damages under Section 11, as measured by the provisions of Section 11(e), jointly and severally from each of the Defendants named in this Count.

**COUNT II**

## **Violation of Section 12(a)(2) of the Securities Act Against the Issuer Defendants and the Section 12 Underwriter Defendants**

230. Plaintiffs repeat and reallege each and every allegation contained above as if fully set forth herein.

231. This Count is brought pursuant to Section 12(a)(2) of the Securities Act on behalf of the Class, against the Issuer Defendants and the Section 12 Underwriter Defendants.

232. The Issuer Defendants and the Section 12 Underwriter Defendants promoted and sold the Certificates pursuant to the defective Offering Documents. Plaintiffs and members of the Class purchased Certificates directly from the Section 12 Underwriter Defendants in the Offerings.

233. The Offering Documents contained untrue statements of material facts, omitted to state other facts necessary to make the statements made not misleading, and concealed and failed to disclose material facts.

234. The Issuer Defendants and the Section 12 Underwriter Defendants owed to Plaintiffs, who purchased the Certificates pursuant to the Offering Documents, the duty to make a reasonable and diligent investigation of the

1 statements contained in the Offering Documents, to ensure that such statements  
2 were true and that there was no omission to state a material fact required to be  
3 stated in order to make the statements contained therein not misleading. The Issuer  
4 Defendants and Section 12 Underwriter Defendants knew of, or in the exercise of  
5 reasonable care should have known of, the misstatements and omissions contained  
6 in the Offering Documents as set forth above.

7 235. Plaintiffs purchased the following Certificates in the Offerings and  
8 directly from the Section 12 Underwriter Defendants as follows:

10	Issuing Trust	Pro. Supp. Date	Plaintiff	Purchase Date	Purchased From	SAC ¶
11	CWALT 2005-72	11/29/2005	OPERS	11/21/2005 12/15/2005	UBS	63
12	CWL 2005-H	9/28/2005	OPERS	9/27/2005	CSC	66
13	CWL 2005-S3	6/26/2006	IPERS	6/16/2006	CSC	67
14	CWL 2005-S9	12/28/2006	IPERS	12/14/2006	CSC	68
15	CWL 2005-11	9/23/2005	GBPHB	9/12/2005	CSC	71
16	CWHL 2005- HYB9	11/29/2005	OCERS	11/28/2005	CSC	72
17	CWL 2006-3	2/23/2006	GBPHB	2/16/2006	CSC	74
	CWL 2006-15	9/27/2006	GBPHB	8/23/2006	CSC	78

18 236. Plaintiffs did not know, and in the exercise of reasonable diligence  
19 could not have known, of the misrepresentations and omissions contained in the  
20 Offering Documents.

21 237. By reason of the conduct alleged herein, the Issuer Defendants and the  
22 Section 12 Underwriter Defendants violated Section 12(a)(2) of the Securities Act.  
23 Accordingly, Plaintiffs and members of the Class who purchased the Certificates in  
24 the Offering and directly from the Section 12 Underwriter Defendants sustained  
25 material damages in connection with their purchases of the Certificates. Plaintiffs  
26 and other members of the Class who hold the Certificates issued pursuant to the  
27 Offering Documents have the right to rescind and recover the consideration paid  
28 for their Certificates, and hereby elect to rescind and tender their securities to the

1 Issuer Defendants and the Section 12 Underwriter Defendants. Class members  
2 who have sold their Certificates are entitled to rescissory damages.

3 238. This claim is brought within three years from the time that the  
4 Certificates upon which this Count is brought were sold to the public, and within  
5 one year from the time when Plaintiffs discovered or reasonably could have  
6 discovered the facts upon which this action is based.

7 **COUNT III**

8 **Violation of Section 15 of the Securities Act Against**  
9 **Sambol and the Countrywide Defendants**

10 239. Plaintiffs repeat and reallege each and every allegation contained  
11 above as if fully set forth herein.

12 240. This count is asserted against CFC, CSC, CCM, CHL, Bank of  
13 America, NB Holdings and Sambol and is based upon Section 15 of the Securities  
14 Act.

15 241. Each of the Countrywide Defendants and Sambol by virtue of their  
16 control, ownership, offices, directorship, and specific acts was, at the time of the  
17 wrongs alleged herein and as set forth herein, a controlling person of the Issuer  
18 Defendants within the meaning of Section 15 of the Securities Act. The  
19 Countrywide Defendants and Sambol had the power and influence and exercised  
20 the same to cause the Issuer Defendants to engage in the acts described herein.  
21 Defendants Bank of America and NB Holdings are successors in interest to CFC,  
22 CSC, CCM, and CHL.

23 242. The Countrywide Defendants' and Sambol's control, ownership and  
24 position made them privy to and provided them with knowledge of the material  
25 facts concealed from Plaintiffs and the Class.

26 243. By virtue of the conduct alleged herein, the Countrywide Defendants  
27 and Sambol are liable for the aforesaid wrongful conduct and are liable to Plaintiffs  
28 and the Class for damages suffered as a result. Defendants Bank of America and

1 NB Holdings are liable for the same conduct as successors in interest to CFC,  
2 CSC, CCM, and CHL.

3 **XII. RELIEF REQUESTED**

4 **WHEREFORE**, Plaintiffs pray for relief and judgment, as follows:

5 (a) declaring this action properly maintainable as a class action and  
6 certifying Plaintiffs as class representatives;

7 (b) awarding compensatory and/or rescissory damages in favor of  
8 Plaintiffs and other Class members against all Defendants, jointly and severally,  
9 for all damages sustained as a result of Defendants' wrongdoing, in an amount to  
10 be proven at trial, including interest thereon;

11 (c) awarding Plaintiffs and the Class their reasonable costs and  
12 expenses incurred in this action, including counsel fees and expert fees; and

13 (d) such other relief as the Court may deem just and proper.

14 **XIII. JURY DEMAND**

16 Plaintiffs hereby demand a trial by jury.

17 Dated: December 6, 2010

18 Respectfully submitted,

19 **GLANCY BINKOW & GOLDBERG**  
20 **LLP**

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## COUNTRYWIDE MBS LITIGATION

### **APPENDIX TO SECOND AMENDED CLASS ACTION COMPLAINT**

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**SAC Appendix Exhibit A**

**Countrywide MBS Offerings at Issue in the SAC  
as Per the Countrywide Tolling Decision**

Series	Offering Amount	Prospectus Date	Depositor	Registration Statement
CWALT 2005-62	\$1,559,819,100	October 28, 2005	CWALT, Inc.	333-125902
CWALT 2005-72	\$737,628,100	November 29, 2005	CWALT, Inc.	333-125902
CWHEL 2005-H	\$1,771,875,000	September 28, 2005	CWHEQ, Inc.	333-126790
CWL 2006-S3	\$1,000,000,100	June 26, 2006	CWHEQ, Inc.	333-132375
CWL 2006-S9	\$1,000,000,100	December 28, 2006	CWHEQ, Inc.	333-132375
CWL 2005-11	\$1,929,704,100	September 23, 2005	CWABS, Inc.	333-125164
CWHL 2005-HYB9	\$1,088,954,000	November 29, 2005	CWABS, Inc.	333-125164
CWL 2006-3	\$1,361,500,100	February 23, 2006	CWABS, Inc.	333-131591
CWL 2006-6	\$1,762,200,100	March 27, 2006	CWABS, Inc.	333-131591
CWL 2006-9	\$563,832,100	June 29, 2006	CWABS, Inc.	333-131591
CWL 2006-11	\$1,846,600,100	June 28, 2006	CWABS, Inc.	333-131591
CWL 2006-15	\$937,000,100	September 27, 2006	CWABS, Inc.	333-135846
CWL 2006-24	\$1,305,024,100	December 28, 2006	CWABS, Inc.	333-135846
CWHL 2006-HYB3	\$966,897,100	April 26, 2006	CWMBS, Inc.	333-131662

**SAC Appendix Exhibit B**

**Investment Banks that Underwrote Countrywide MBS Offerings at Issue in  
 the SAC as Per the Countrywide Tolling Decision**

Series	Prospectus Date	Depositor	Registration Statement	Underwriter(s)		
CWALT 2005-62	October 28, 2005	CWALT, Inc.	333-125902	Deutsche Bank Securities, Inc.		
CWALT 2005-72	November 29, 2005	CWALT, Inc.	333-125902	UBS Securities LLC		
CWHEL 2005-H	September 28, 2005	CWHEQ, Inc.	333-126790	Countrywide Securities Corp.		
CWL 2006-S3	June 26, 2006	CWHEQ, Inc.	333-132375	Countrywide Securities Corp.	Goldman Sachs & Co.	HSBC Securities (USA) Inc.
CWL 2006-S9	December 28, 2006	CWHEQ, Inc.	333-132375	Countrywide Securities Corp.	RBS Greenwich Capital	
CWL 2005-11	September 23, 2005	CWABS, Inc.	333-125164	Countrywide Securities Corp.	Morgan Stanley	RBS Greenwich Capital
CWHL 2005-HYB9	November 29, 2005	CWABS, Inc.	333-125164	Countrywide Securities Corp.		
CWL 2006-3	February 23, 2006	CWABS, Inc.	333-131591	Countrywide Securities Corp.	Barclays Capital Inc.	Deutsche Bank Securities, Inc.
CWL 2006-6	March 27, 2006	CWABS, Inc.	333-131591	Countrywide Securities Corp.		
CWL 2006-9	June 29, 2006	CWABS, Inc.	333-131591	Countrywide Securities Corp.		
CWL 2006-11	June 28, 2006	CWABS, Inc.	333-131591	Countrywide Securities Corp.	Barclays Capital Inc.	UBS Securities LLC
CWL 2006-15	September 27, 2006	CWABS, Inc.	333-135846	Countrywide Securities Corp.		
CWL 2006-24	December 28, 2006	CWABS, Inc.	333-135846	Countrywide Securities Corp.	RBS Greenwich Capital	
CWHL 2006-HYB3	April 26, 2006	CWMBS, Inc.	333-131662	Countrywide Securities Corp.		

SAC Appendix Exhibit C

**Shelf Registration Statements at Issue in SAC, as Per the Countrywide Tolling Decision,  
Including Whether They were Included in Prior Pleadings**

SEC Reg. Statement File No.	Issuer	Date	Included in Initial Luther Complaint (11/14/07)?	Included in Washington State Initial Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Consolidated Complaint (10/16/08)?	Included in Federal Complaint (11/04/10)?	Included in FAC (7/13/10)?	Included in SAC (12/6/10)?
333-110343	CWALT, Inc.	January 13, 2004	NO	YES	YES	YES	YES	YES	NO
333-117949	CWALT, Inc.	September 23, 2004	YES	NO	YES	YES	YES	YES	NO
333-123167	CWALT, Inc.	April 21, 2005	YES	YES	YES	YES	YES	YES	NO
333-125902	CWALT, Inc.	July 25, 2005	YES	YES	YES	YES	YES	YES	YES
333-131630	CWALT, Inc.	March 6, 2006	YES	YES	YES	YES	YES	YES	NO
333-140962	CWALT, Inc.	April 24, 2007	YES	YES	YES	YES	YES	YES	NO
333-100418	CWMBS, Inc.	October 28, 2002	NO	YES	YES	YES	YES	YES	NO
333-121249	CWMBS, Inc.	February 8, 2005	NO	YES	YES	YES	YES	YES	NO
333-125963	CWMBS, Inc.	July 25, 2005	NO	YES	YES	YES	YES	YES	NO
333-131662	CWMBS, Inc.	March 6, 2006	NO	YES	YES	YES	YES	YES	YES
333-140958	CWMBS, Inc.	April 24, 2007	NO	YES	YES	YES	YES	YES	NO
333-118926	CWABS, Inc.	October 18, 2004	NO	YES	YES	YES	YES	YES	NO
333-125164	CWABS, Inc.	June 10, 2005	NO	YES	YES	YES	YES	YES	YES
333-131591	CWABS, Inc.	February 21, 2006	NO	YES	YES	YES	YES	YES	YES
333-135846	CWABS, Inc.	August 8, 2006	NO	YES	YES	YES	YES	YES	YES
333-140960	CWABS, Inc.	April 24, 2007	NO	YES	YES	YES	YES	YES	NO
333-121378	CWHEQ, Inc.	December 17, 2004	NO	YES	YES	YES	YES	NO	NO
333-126790	CWHEQ, Inc.	August 4, 2005	NO	YES	YES	YES	YES	YES	YES
333-132375	CWHEQ, Inc.	April 12, 2006	NO	YES	YES	YES	YES	YES	YES
333-139891	CWHEQ, Inc.	May 22, 2007	NO	YES	YES	YES	YES	YES	NO

**SAC Appendix Exhibit D**

**Countrywide MBS Offerings Included in Class Definitions of Prior Complaints**

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/10)?	Included in FAC (7/13/10)?
CWALT 2006-43CB	NO	YES	YES	YES	YES	YES
CWALT 2005-3CB	YES	NO	YES	YES	YES	YES
CWALT 2005-J1	YES	NO	YES	YES	YES	YES
CWALT 2005-1CB	YES	NO	YES	YES	YES	YES
CWALT 2005-2	YES	NO	YES	YES	YES	YES
CWALT 2005-5R	NO	NO	YES	YES	YES	YES
CWALT 2005-6CB	YES	NO	YES	YES	YES	YES
CWALT 2005-7CB	YES	NO	YES	YES	YES	YES
CWALT 2005-4	YES	NO	YES	YES	YES	YES
CWALT 2005-J2	NO	NO	YES	YES	YES	YES
CWALT 2005-13CB	YES	NO	YES	YES	YES	YES
CWALT 2005-9CB	YES	NO	YES	YES	YES	YES
CWALT 2005-10CB	NO	NO	YES	YES	YES	YES
CWALT 2005-14	YES	NO	YES	YES	YES	YES
CWALT 2005-J3	YES	NO	YES	YES	YES	YES
CWALT 2005-18CB	YES	NO	YES	YES	YES	YES
CWALT 2005-J5	YES	NO	YES	YES	YES	YES
CWALT 2005-19CB	YES	NO	YES	YES	YES	YES
CWALT 2005-16	YES	NO	YES	YES	YES	YES
CWALT 2005-21CB	YES	NO	YES	YES	YES	YES
CWALT 2005-22T1	YES	NO	YES	YES	YES	YES
CWALT 2005-23CB	YES	NO	YES	YES	YES	YES
CWALT 2005-11CB	YES	NO	YES	YES	YES	YES
CWALT 2005-25T1	YES	NO	YES	YES	YES	YES
CWALT 2005-26CB	YES	NO	YES	YES	YES	YES
CWALT 2005-29	NO	NO	NO	YES	YES	YES
CWALT 2005-20CB	YES	NO	YES	YES	YES	YES
CWALT 2005-17	YES	NO	YES	YES	YES	YES
CWALT 2005-24	YES	NO	YES	YES	YES	YES
CWALT 2005-J4	YES	NO	YES	YES	YES	YES
CWALT 2005-J6	YES	NO	YES	YES	YES	YES
CWALT 2005-33CB	YES	YES	YES	YES	YES	YES
CWALT 2005-36	YES	YES	YES	YES	YES	YES
CWALT 2005-32T1	NO	YES	YES	YES	YES	YES
CWALT 2005-28CB	YES	YES	YES	YES	YES	YES
CWALT 2005-30CB	YES	YES	YES	YES	YES	YES
CWALT 2005-31	YES	YES	YES	YES	YES	YES
CWALT 2005-27	YES	YES	YES	YES	YES	YES
CWALT 2005-J7	YES	YES	YES	YES	YES	YES
CWALT 2005-J8	YES	YES	YES	YES	YES	YES
CWALT 2005-J9	YES	YES	YES	YES	YES	YES
CWALT 2005-69	YES	YES	YES	YES	YES	YES
CWALT 2005-34CB	YES	YES	YES	YES	YES	YES
CWALT 2005-37T1	YES	YES	YES	YES	YES	YES
CWALT 2005-35CB	YES	YES	YES	YES	YES	YES
CWALT 2005-38	YES	YES	YES	YES	YES	YES
CWALT 2005-41	YES	YES	YES	YES	YES	YES
CWALT 2005-40CB	YES	YES	YES	YES	YES	YES

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/08)?	Included in FAC (7/13/08)?
CWALT 2005-43	YES	YES	YES	YES	YES	YES
CWALT 2005-47CB	YES	YES	YES	YES	YES	YES
CWALT 2005-42CB	YES	YES	YES	YES	YES	YES
CWALT 2005-44	YES	YES	YES	YES	YES	YES
CWALT 2005-45	YES	YES	YES	YES	YES	YES
CWALT 2005-46CB	YES	YES	YES	YES	YES	YES
CWALT 2005-J10	YES	YES	YES	YES	YES	YES
CWALT 2005-48T1	YES	YES	YES	YES	YES	YES
CWALT 2005-52CB	YES	YES	YES	YES	YES	YES
CWALT 2005-49CB	YES	YES	YES	YES	YES	YES
CWALT 2005-50CB	YES	YES	YES	YES	YES	YES
CWALT 2005-54CB	YES	YES	YES	YES	YES	YES
CWALT 2005-53T2	YES	YES	YES	YES	YES	YES
CWALT 2005-55CB	YES	YES	YES	YES	YES	YES
CWALT 2005-56	YES	YES	YES	YES	YES	YES
CWALT 2005-51	YES	YES	YES	YES	YES	YES
CWALT 2005-59	NO	YES	YES	YES	YES	YES
CWALT 2005-J11	YES	YES	YES	YES	YES	YES
CWALT 2005-60T1	YES	YES	YES	YES	YES	YES
CWALT 2005-63	YES	YES	YES	YES	YES	YES
CWALT 2005-61	YES	YES	YES	YES	YES	YES
CWALT 2005-J12	YES	YES	YES	YES	YES	YES
CWALT 2005-J13	YES	YES	YES	YES	YES	YES
CWALT 2005-58	YES	YES	YES	YES	YES	YES
CWALT 2005-64CB	YES	YES	YES	YES	YES	YES
CWALT 2005-57CB	YES	YES	YES	YES	YES	YES
CWALT 2005-62	YES	YES	YES	YES	YES	YES
CWALT 2005-75CB	YES	YES	YES	YES	YES	YES
CWALT 2005-71	YES	YES	YES	YES	YES	YES
CWALT 2005-74T1	YES	YES	YES	YES	YES	YES
CWALT 2005-70CB	YES	YES	YES	YES	YES	YES
CWALT 2005-65CB	YES	YES	YES	YES	YES	YES
CWALT 2005-73CB	YES	YES	YES	YES	YES	YES
CWALT 2005-72	YES	YES	YES	YES	YES	YES
CWALT 2005-J14	YES	YES	YES	YES	YES	YES
CWALT 2005-IM1	YES	YES	YES	YES	YES	YES
CWALT 2005-67CB	YES	YES	YES	YES	YES	YES
CWALT 2005-79CB	YES	YES	YES	YES	YES	YES
CWALT 2005-84	YES	YES	YES	YES	YES	YES
CWALT 2005-77T1	YES	YES	YES	YES	YES	YES
CWALT 2005-82	YES	YES	YES	YES	YES	YES
CWALT 2005-85CB	YES	YES	YES	YES	YES	YES
CWALT 2005-AR1	YES	YES	YES	YES	YES	YES
CWALT 2005-80CB	YES	YES	YES	YES	YES	YES
CWALT 2005-81	YES	YES	YES	YES	YES	YES
CWALT 2005-86CB	YES	YES	YES	YES	YES	YES
CWALT 2005-76	YES	YES	YES	YES	YES	YES
CWALT 2005-83CB	NO	YES	YES	YES	YES	YES
CWALT 2006-HY3	YES	YES	YES	YES	YES	YES
CWALT 2006-OA1	NO	YES	YES	YES	YES	YES
CWALT 2006-2CB	YES	YES	YES	YES	YES	YES
CWALT 2006-OA2	NO	YES	YES	YES	YES	YES
CWMBS 2006-J1	YES	YES	YES	YES	YES	YES
CWALT 2006-4CB	YES	YES	YES	YES	YES	YES
CWALT 2006-5T2	YES	YES	YES	YES	YES	YES

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/08)?	Included in FAC (7/13/08)?
CWALT 2006-8T1	NO	YES	YES	YES	YES	YES
CWALT 2006-11CB	YES	YES	YES	YES	YES	YES
CWALT 2006-12CB	YES	YES	YES	YES	YES	YES
CWALT 2006-OC2	YES	YES	YES	YES	YES	YES
CWALT 2006-HY10	YES	YES	YES	YES	YES	YES
CWALT 2006-J2	YES	YES	YES	YES	YES	YES
CWALT 2006-OA21	YES	YES	YES	YES	YES	YES
CWALT 2006-13T1	YES	YES	YES	YES	YES	YES
CWALT 2006-6CB	YES	YES	YES	YES	YES	YES
CWALT 2006-7CB	YES	YES	YES	YES	YES	YES
CWALT 2006-9T1	YES	YES	YES	YES	YES	YES
CWALT 2006-OA9	YES	YES	YES	YES	YES	YES
CWALT 2006-OA6	YES	YES	YES	YES	YES	YES
CWALT 2006-15CB	YES	YES	YES	YES	YES	YES
CWALT 2006-14CB	YES	YES	YES	YES	YES	YES
CWALT 2006-17T1	YES	YES	YES	YES	YES	YES
CWALT 2006-16CB	YES	YES	YES	YES	YES	YES
CWALT 2006-HY11	YES	YES	YES	YES	YES	YES
CWALT 2006-J3	YES	YES	YES	YES	YES	YES
CWALT 2006-OC3	YES	YES	YES	YES	YES	YES
CWALT 2006-OA8	YES	YES	YES	YES	YES	YES
CWALT 2006-OA7	YES	YES	YES	YES	YES	YES
CWALT 2006-20CB	YES	YES	YES	YES	YES	YES
CWALT 2006-OC4	YES	YES	YES	YES	YES	YES
CWALT 2006-18CB	YES	YES	YES	YES	YES	YES
CWALT 2006-21CB	YES	YES	YES	YES	YES	YES
CWALT 2006-22R	NO	YES	YES	YES	YES	YES
CWALT 2006-OC1	YES	YES	YES	YES	YES	YES
CWALT 2006-23CB	YES	YES	YES	YES	YES	YES
CWALT 2006-HY12	YES	YES	YES	YES	YES	YES
CWALT 2006-19CB	YES	YES	YES	YES	YES	YES
CWALT 2006-24CB	YES	YES	YES	YES	YES	YES
CWALT 2006-OC5	YES	YES	YES	YES	YES	YES
CWALT 2006-J4	YES	YES	YES	YES	YES	YES
CWALT 2006-OA10	YES	YES	YES	YES	YES	YES
CWALT 2006-OA11	YES	YES	YES	YES	YES	YES
CWALT 2006-25CB	YES	YES	YES	YES	YES	YES
CWALT 2006-26CB	YES	YES	YES	YES	YES	YES
CWALT 2006-J5	YES	YES	YES	YES	YES	YES
CWALT 2006-OA12	YES	YES	YES	YES	YES	YES
CWALT 2006-OC6	YES	YES	YES	YES	YES	YES
CWALT 2006-27CB	YES	YES	YES	YES	YES	YES
CWALT 2006-28CB	YES	YES	YES	YES	YES	YES
CWALT 2006-29T1	YES	YES	YES	YES	YES	YES
CWALT 2006-OA16	YES	YES	YES	YES	YES	YES
CWALT 2006-OC7	YES	YES	YES	YES	YES	YES
CWALT 2006-32CB	YES	YES	YES	YES	YES	YES
CWALT 2006-J6	YES	YES	YES	YES	YES	YES
CWALT 2006-30T1	YES	YES	YES	YES	YES	YES
CWALT 2006-31CB	NO	YES	YES	YES	YES	YES
CWALT 2006-34	YES	YES	YES	YES	YES	YES
CWALT 2006-33CB	YES	YES	YES	YES	YES	YES
CWALT 2006-OA17	YES	YES	YES	YES	YES	YES
CWALT 2006-OC8	YES	YES	YES	YES	YES	YES
CWALT 2006-OA14	NO	YES	YES	YES	YES	YES

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/08)?	Included in FAC (7/13/08)?
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CWALT 2006-35CB	YES	YES	YES	YES	YES	YES
CWALT 2006-36T2	YES	YES	YES	YES	YES	YES
CWALT 2006-37R	NO	YES	YES	YES	YES	YES
CWALT 2006-J7	YES	YES	YES	YES	YES	YES
CWALT 2006-OA18	YES	YES	YES	YES	YES	YES
CWALT 2006-OC9	YES	YES	YES	YES	YES	YES
CWALT 2006-42	YES	YES	YES	YES	YES	YES
CWALT 2006-40T1	YES	YES	YES	YES	YES	YES
CWALT 2006-39CB	YES	YES	YES	YES	YES	YES
CWALT 2006-41CB	YES	YES	YES	YES	YES	YES
CWALT 2006-OA19	YES	YES	YES	YES	YES	YES
CWALT 2006-OC10	YES	YES	YES	YES	YES	YES
CWALT 2006-OA3	YES	YES	YES	YES	YES	YES
CWALT 2006-J8	YES	YES	YES	YES	YES	YES
CWALT 2006-45T1	YES	YES	YES	YES	YES	YES
CWALT 2006-46	YES	YES	YES	YES	YES	YES
CWALT 2006-OC11	YES	YES	YES	YES	YES	YES
CWALT 2006-HY13	YES	YES	YES	YES	YES	YES
CWALT 2006-OA22	YES	YES	YES	YES	YES	YES
CWALT 2007-1T1	YES	YES	YES	YES	YES	YES
CWALT 2007-2CB	YES	YES	YES	YES	YES	YES
CWALT 2007-HY2	YES	YES	YES	YES	YES	YES
CWALT 2007-OA2	YES	YES	YES	YES	YES	YES
CWALT 2007-3T1	YES	YES	YES	YES	YES	YES
CWALT 2007-5CB	NO	YES	YES	YES	YES	YES
CWALT 2007-6	YES	YES	YES	YES	YES	YES
CWALT 2007-7T2	YES	YES	YES	YES	YES	YES
CWALT 2007-HY3	YES	YES	YES	YES	YES	YES
CWALT 2007-J1	YES	YES	YES	YES	YES	YES
CWALT 2007-OA3	YES	YES	YES	YES	YES	YES
CWALT 2007-10CB	YES	YES	YES	YES	YES	YES
CWALT 2007-8CB	YES	YES	YES	YES	YES	YES
CWALT 2007-OA4	YES	YES	YES	YES	YES	YES
CWALT 2007-11T1	YES	YES	YES	YES	YES	YES
CWALT 2007-9T1	YES	YES	YES	YES	YES	YES
CWALT 2007-HY5R	NO	YES	YES	YES	YES	YES
CWALT 2007-OA7	YES	YES	YES	YES	YES	YES
CWALT 2007-4CB	YES	YES	YES	YES	YES	YES
CWALT 2007-26R	NO	YES	YES	YES	YES	YES
CWALT 2007-13	YES	YES	YES	YES	YES	YES
CWALT 2007-12T1	YES	YES	YES	YES	YES	YES
CWALT 2007-OA6	YES	YES	YES	YES	YES	YES
CWALT 2007-14T2	YES	YES	YES	YES	YES	YES
CWALT 2007-J2	YES	YES	YES	YES	YES	YES
CWALT 2007-OH1	YES	YES	YES	YES	YES	YES
CWALT 2007-15CB	YES	YES	YES	YES	YES	YES
CWALT 2007-HY4	YES	YES	YES	YES	YES	YES
CWALT 2007-AL1	YES	YES	YES	YES	YES	YES
CWALT 2007-20	NO	YES	YES	YES	YES	YES
CWALT 2007-16CB	NO	YES	YES	YES	YES	YES
CWALT 2007-17CB	NO	YES	YES	YES	YES	YES
CWALT 2007-18CB	NO	YES	YES	YES	YES	YES
CWALT 2007-19	NO	YES	YES	YES	YES	YES
CWALT 2007-HY7C	NO	YES	YES	YES	YES	YES
CWALT 2007-OA8	NO	YES	YES	YES	YES	YES

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/08)?	Included in FAC (7/13/08)?
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CWALT 2007-OH2	NO	YES	YES	YES	YES	YES
CWALT 2007-HY6	NO	YES	YES	YES	YES	YES
CWALT 2007-21CB	NO	YES	YES	YES	YES	YES
CWALT 2007-22	NO	YES	YES	YES	YES	YES
CWALT 2007-OA9	NO	YES	YES	YES	YES	YES
CWALT 2007-OH3	NO	YES	YES	YES	YES	YES
CWALT 2007-23CB	NO	YES	YES	YES	YES	YES
CWALT 2007-HY8C	NO	YES	YES	YES	YES	YES
CWALT 2007-OA10	NO	YES	YES	YES	YES	YES
CWALT 2007-24	NO	YES	YES	YES	YES	YES
CWALT 2007-25	NO	YES	YES	YES	YES	YES
CWALT 2007-HY9	NO	YES	YES	YES	YES	YES
CWALT 2007-OA11	NO	YES	YES	YES	YES	YES
CWHEL 2005-C	NO	YES	YES	YES	YES	NO
CWHEL 2005-D	NO	YES	YES	YES	YES	YES
CWHEL 2005-E	NO	YES	YES	YES	YES	YES
CWHEL 2005-F	NO	YES	YES	YES	YES	YES
CWHEL 2005-G	NO	YES	YES	YES	YES	YES
CWHEL 2005-H	NO	YES	YES	YES	YES	YES
CWHEL 2005-I	NO	YES	YES	YES	YES	YES
CWHEL 2005-J	NO	YES	YES	YES	YES	YES
CWHEL 2005-L	NO	YES	YES	YES	YES	YES
CWHEL 2005-K	NO	YES	YES	YES	YES	YES
CWHEL 2005-M	NO	YES	YES	YES	YES	YES
CWHEL 2006-A	NO	YES	YES	YES	YES	YES
CWHEL 2006-B	NO	YES	YES	YES	YES	YES
CWHEL 2006-C	NO	YES	YES	YES	YES	YES
CWHEL 2006-D	NO	YES	YES	YES	YES	YES
CWL 2006-S1	NO	YES	YES	YES	YES	YES
CWL 2006-S2	NO	YES	YES	YES	YES	YES
CWHEL 2006-E	NO	YES	YES	YES	YES	YES
CWL 2006-S3	NO	YES	YES	YES	YES	YES
CWHEL 2006-F	NO	YES	YES	YES	YES	YES
CWHEL 2006-G	NO	YES	YES	YES	YES	YES
CWL 2006-S4	NO	YES	YES	YES	YES	YES
CWL 2006-S5	NO	YES	YES	YES	YES	YES
CWHEL 2006-H	NO	YES	YES	YES	YES	YES
CWL 2006-S6	NO	YES	YES	YES	YES	YES
CWL 2006-S7	NO	YES	YES	YES	YES	YES
CWHEL 2006-I	NO	YES	YES	YES	YES	YES
CWL 2006-S8	NO	YES	YES	YES	YES	YES
CWL 2006-S10	NO	YES	YES	YES	YES	YES
CWL 2006-S9	NO	YES	YES	YES	YES	YES
CWHEL 2007-A	NO	YES	YES	YES	YES	YES
CWL 2007-S1	NO	YES	YES	YES	YES	YES
CWHEL 2007-B	NO	YES	YES	YES	YES	YES
CWHEL 2007-C	NO	YES	YES	YES	YES	YES
CWL 2007-S2	NO	YES	YES	YES	YES	YES
CWL 2007-S3	NO	YES	YES	YES	YES	YES
CWHEL 2007-D	NO	YES	YES	YES	YES	YES
CWHEL 2007-E	NO	YES	YES	YES	YES	YES
CWHEL 2007-G	NO	YES	YES	YES	YES	YES
CWL 2005-BC3	NO	YES	YES	YES	YES	YES
CWL 2005-4	NO	YES	YES	YES	YES	YES
CWL 2005-AB2	NO	YES	YES	YES	YES	YES

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/08)?	Included in FAC (7/13/08)?
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CWL 2005-5	NO	YES	YES	YES	YES	YES
CWL 2005-6	NO	YES	YES	YES	YES	YES
CWL 2005-7	NO	YES	YES	YES	YES	YES
CWL 2005-IM1	NO	YES	YES	YES	YES	YES
CWL 2005-8	NO	YES	YES	YES	YES	YES
CWL 2005-10	NO	YES	YES	YES	YES	YES
CWL 2005-AB3	NO	YES	YES	YES	YES	YES
CWL 2005-9	NO	YES	YES	YES	YES	YES
CWL 2005-11	NO	YES	YES	YES	YES	YES
CWL 2005-BC4	NO	YES	YES	YES	YES	YES
CWL 2005-12	NO	YES	YES	YES	YES	YES
CWL 2005-IM2	NO	YES	YES	YES	YES	YES
CWL 2005-13	NO	YES	YES	YES	YES	YES
CWL 2005-AB4	NO	YES	YES	YES	YES	YES
CWHL 2005-HYB9	NO	YES	YES	YES	YES	YES
CWL 2005-14	NO	YES	YES	YES	YES	YES
CWL 2005-IM3	NO	YES	YES	YES	YES	YES
CWL 2005-16	NO	YES	YES	YES	YES	YES
CWL 2005-17	NO	YES	YES	YES	YES	YES
CWL 2005-AB5	NO	YES	YES	YES	YES	YES
CWL 2005-BC5	NO	YES	YES	YES	YES	YES
CWL 2005-15	NO	YES	YES	YES	YES	YES
CWL 2006-IM1	NO	YES	YES	YES	YES	YES
CWL 2006-1	NO	YES	YES	YES	YES	YES
CWL 2006-2	NO	YES	YES	YES	YES	YES
CWL 2006-3	NO	YES	YES	YES	YES	YES
CWL 2006-4	NO	YES	YES	YES	YES	YES
CWL 2006-5	NO	YES	YES	YES	YES	YES
CWL 2006-6	NO	YES	YES	YES	YES	YES
CWL 2006-BC1	NO	YES	YES	YES	YES	YES
CWL 2006-BC2	NO	YES	YES	YES	YES	YES
CWL 2006-7	NO	YES	YES	YES	YES	YES
CWL 2006-8	NO	YES	YES	YES	YES	YES
CWL 2006-SPS1	NO	YES	YES	YES	YES	YES
CWL 2006-13	NO	YES	YES	YES	YES	YES
CWL 2006-ABC1	NO	YES	YES	YES	YES	YES
CWL 2006-11	NO	YES	YES	YES	YES	YES
CWL 2006-10	NO	YES	YES	YES	YES	YES
CWL 2006-12	NO	YES	YES	YES	YES	YES
CWL 2006-9	NO	YES	YES	YES	YES	YES
CWL 2006-BC3	NO	YES	YES	YES	YES	YES
CWL 2006-SPS2	NO	YES	YES	YES	YES	YES
CWL 2006-14	NO	YES	YES	YES	YES	YES
CWL 2006-17	NO	YES	YES	YES	YES	YES
CWL 2006-15	NO	YES	YES	YES	YES	YES
CWL 2006-16	NO	YES	YES	YES	YES	YES
CWL 2006-18	NO	YES	YES	YES	YES	YES
CWL 2006-BC4	NO	YES	YES	YES	YES	YES
CWL 2006-19	NO	YES	YES	YES	YES	YES
CWL 2006-20	NO	YES	YES	YES	YES	YES
CWL 2006-21	NO	YES	YES	YES	YES	YES
CWL 2006-22	NO	YES	YES	YES	YES	YES
CWL 2006-23	NO	YES	YES	YES	YES	YES
CWL 2006-24	NO	YES	YES	YES	YES	YES
CWL 2006-25	NO	YES	YES	YES	YES	YES

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/08)?	Included in FAC (7/13/08)?
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CWL 2006-26	NO	YES	YES	YES	YES	YES
CWL 2006-BC5	NO	YES	YES	YES	YES	YES
CWL 2007-1	NO	YES	YES	YES	YES	YES
CWL 2007-2	NO	YES	YES	YES	YES	YES
CWL 2007-BC1	NO	YES	YES	YES	YES	YES
CWL 2007-3	NO	YES	YES	YES	YES	YES
CWL 2007-4	NO	YES	YES	YES	YES	YES
CWL 2007-5	NO	YES	YES	YES	YES	YES
CWL 2007-6	NO	YES	YES	YES	YES	YES
CWL 2007-BC2	NO	YES	YES	YES	YES	YES
CWL 2007-7	NO	YES	YES	YES	YES	YES
CWL 2007-8	NO	YES	YES	YES	YES	YES
CWL 2007-9	NO	YES	YES	YES	YES	YES
CWL 2007-10	NO	YES	YES	YES	YES	YES
CWL 2007-11	NO	YES	YES	YES	YES	YES
CWL 2007-BC3	NO	YES	YES	YES	YES	YES
CWL 2007-12	NO	YES	YES	YES	YES	YES
CWL 2007-13	NO	YES	YES	YES	YES	YES
CWHL 2005-HY10	NO	YES	YES	YES	YES	YES
CWHL 2005-HYB4	NO	YES	YES	YES	YES	YES
CWHL 2005-15	NO	YES	YES	YES	YES	YES
CWHL 2005-J2	NO	YES	YES	YES	YES	YES
CWHL 2005-17	NO	YES	YES	YES	YES	YES
CWHL 2005-16	NO	YES	YES	YES	YES	YES
CWHL 2005-HYB5	NO	YES	YES	YES	YES	YES
CWHL 2005-J3	NO	YES	YES	YES	YES	YES
CWHL 2005-19	NO	YES	YES	YES	YES	YES
CWHL 2005-18	NO	YES	YES	YES	YES	YES
CWHL 2005-20	NO	YES	YES	YES	YES	YES
CWHL 2005-21	NO	YES	YES	YES	YES	YES
CWHL 2005-HYB6	NO	YES	YES	YES	YES	YES
CWHL 2005-27	NO	YES	YES	YES	YES	YES
CWHL 2005-28	NO	YES	YES	YES	YES	YES
CWHL 2005-29	NO	YES	YES	YES	YES	YES
CWHL 2005-23	NO	YES	YES	YES	YES	YES
CWHL 2005-22	NO	YES	YES	YES	YES	YES
CWHL 2005-24	NO	YES	YES	YES	YES	YES
CWHL 2005-25	NO	YES	YES	YES	YES	YES
CWHL 2005-26	NO	YES	YES	YES	YES	YES
CWHL 2005-HYB7	NO	YES	YES	YES	YES	YES
CWHL 2005-J4	NO	YES	YES	YES	YES	YES
CWHL 2005-HYB8	NO	YES	YES	YES	YES	YES
CWHL 2005-30	NO	YES	YES	YES	YES	YES
CWHL 2005-31	NO	YES	YES	YES	YES	YES
CWHL 2006-1	NO	YES	YES	YES	YES	YES
CWHL 2006-HYB1	NO	YES	YES	YES	YES	YES
CWHL 2006-J1	NO	YES	YES	YES	YES	YES
CWHL 2006-3	NO	YES	YES	YES	YES	YES
CWHL 2006-6	NO	YES	YES	YES	YES	YES
CWHL 2006-HYB2	NO	YES	YES	YES	YES	YES
CWHL 2006-J2	NO	YES	YES	YES	YES	YES
CWHL 2006-OA4	NO	YES	YES	YES	YES	YES
CWHL 2006-OA5	NO	YES	YES	YES	YES	YES
CWHL 2006-TM1	NO	YES	YES	YES	YES	YES
CWHL 2006-9	NO	YES	YES	YES	YES	YES

Offering	Included in Initial Luther Complaint (11/14/08)?	Included in Washington State Complaint (6/12/08)?	Included in Amended Luther Complaint (9/9/08)?	Included in Luther Consolidated Complaint (10/16/08)?	Included in Federal Complaint (1/14/08)?	Included in FAC (7/13/08)?
CWHL 2006-10	NO	YES	YES	YES	YES	YES
CWHL 2006-8	NO	YES	YES	YES	YES	YES
CWHL 2006-11	NO	YES	YES	YES	YES	YES
CWHL 2006-HYB3	NO	YES	YES	YES	YES	YES
CWHL 2006-12	NO	YES	YES	YES	YES	YES
CWHL 2006-J3	NO	YES	YES	YES	YES	YES
CWHL 2006-HYB4	NO	YES	YES	YES	YES	YES
CWHL 2006-13	NO	YES	YES	YES	YES	YES
CWHL 2006-HYB5	NO	YES	YES	YES	YES	YES
CWHL 2006-J4	NO	YES	YES	YES	YES	YES
CWHL 2006-14	NO	YES	YES	YES	YES	YES
CWHL 2006-15	NO	YES	YES	YES	YES	YES
CWHL 2006-16	NO	YES	YES	YES	YES	YES
CWHL 2006-17	NO	YES	YES	YES	YES	YES
CWHL 2006-18	NO	YES	YES	YES	YES	YES
CWHL 2006-19	NO	YES	YES	YES	YES	YES
CWHL 2006-20	NO	YES	YES	YES	YES	YES
CWHL 2006-21	NO	YES	YES	YES	YES	YES
CWHL 2007-1	NO	YES	YES	YES	YES	YES
CWHL 2007-HYB1	NO	YES	YES	YES	YES	YES
CWHL 2007-J1	NO	YES	YES	YES	YES	YES
CWHL 2007-3	NO	YES	YES	YES	YES	YES
CWHL 2007-HY1	NO	YES	YES	YES	YES	YES
CWHL 2007-HYB2	NO	YES	YES	YES	YES	YES
CWHL 2007-5	NO	YES	YES	YES	YES	YES
CWHL 2007-2	NO	YES	YES	YES	YES	YES
CWHL 2007-4	NO	YES	YES	YES	YES	YES
CWHL 2007-6	NO	YES	YES	YES	YES	YES
CWHL 2007-7	NO	YES	YES	YES	YES	YES
CWHL 2007-HY3	NO	YES	YES	YES	YES	YES
CWHL 2007-10	NO	YES	YES	YES	YES	YES
CWHL 2007-8	NO	YES	YES	YES	YES	YES
CWHL 2007-9	NO	YES	YES	YES	YES	YES
CWHL 2007-J2	NO	YES	YES	YES	YES	YES
CWHL 2007-11	NO	YES	YES	YES	YES	YES
CWHL 2007-12	NO	YES	YES	YES	YES	YES
CWHL 2007-13	NO	YES	YES	YES	YES	YES
CWHL 2007-J3	NO	YES	YES	YES	YES	YES
CWHL 2007-14	NO	YES	YES	YES	YES	YES
CWHL 2007-15	NO	YES	YES	YES	YES	YES
CWHL 2007-HY5	NO	YES	YES	YES	YES	YES
CWHL 2007-16	NO	YES	YES	YES	YES	YES
CWHL 2007-17	NO	YES	YES	YES	YES	YES
CWHL 2007-18	NO	YES	YES	YES	YES	YES
CWHL 2007-HY4	NO	YES	YES	YES	YES	YES
CWHL 2007-HY6	NO	YES	YES	YES	YES	YES
CWHL 2007-19	NO	YES	YES	YES	YES	YES
CWHL 2007-HY7	NO	YES	YES	YES	YES	YES
CWHL 2007-20	NO	YES	YES	YES	YES	YES
CWHL 2007-21	NO	YES	YES	YES	YES	YES

**SAC Appendix Exhibit E**

**SAC Plaintiffs' Standing to Pursue Claims on Offerings as Derived from the Standing of Named-Plaintiffs in Previously-Filed Complaints as Per the Countrywide Tolling Decision**

\* Although the Complaints were filed in 2008, the standing of named plaintiffs in the state court proceedings only became known, for the most part, in April 2010 in connection with the PSLRA requirement that lead plaintiff movants identify their investment histories.

NI = Offering Not Included in Class Definition

--- = Offering Included in Class Definition, Not Purchased by Named Plaintiff

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07) (*) <sup>1</sup>	Plaintiff(s) with Standing in Washington State Complaint (6/12/08) (*)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08) (*)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08) (*)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
CWALT 2006-43CB	NI	---	Vermont	Vermont	Vermont	---	NI
CWALT 2005-3CB	---	NI	---	---	---	---	NI
CWALT 2005-J1	---	NI	Vermont	Vermont	Vermont	---	NI
CWALT 2005-1CB	---	NI	---	---	---	---	NI
CWALT 2005-2	---	NI	---	---	---	---	NI
CWALT 2005-5R	NI	NI	---	---	---	---	NI
CWALT 2005-6CB	---	NI	---	---	---	---	NI
CWALT 2005-7CB	---	NI	---	---	---	---	NI
CWALT 2005-4	---	NI	---	---	---	---	NI
CWALT 2005-J2	NI	NI	---	---	---	---	NI
CWALT 2005-13CB	---	NI	---	---	---	---	NI
CWALT 2005-9CB	---	NI	---	---	---	---	NI
CWALT 2005-10CB	NI	NI	---	---	---	---	NI
CWALT 2005-14	---	NI	---	---	---	---	NI
CWALT 2005-J3	---	NI	---	---	---	---	NI
CWALT 2005-18CB	---	NI	---	---	---	---	NI
CWALT 2005-J5	Luther <sup>2</sup>	NI	Luther	Luther	---	---	NI
CWALT 2005-19CB	---	NI	---	---	---	---	NI
CWALT 2005-16	---	NI	---	---	---	---	NI
CWALT 2005-21CB	---	NI	---	---	---	---	NI
CWALT 2005-22T1	---	NI	---	---	---	---	NI
CWALT 2005-23CB	---	NI	---	---	---	---	NI
CWALT 2005-11CB	---	NI	Vermont	Vermont	Vermont	---	NI
CWALT 2005-25T1	---	NI	---	---	---	---	NI
CWALT 2005-26CB	---	NI	Vermont	Vermont	Vermont	---	NI
CWALT 2005-29	NI	NI	NI	---	---	---	NI
CWALT 2005-20CB	---	NI	---	---	---	---	NI

<sup>1</sup> The information necessary to determine which specific Offerings the Luther Plaintiffs had standing to pursue claims on, indicated in the columns with (\*) notations, was not known nor could it have been known by the public until January 14, 2010 with respect to Maine's investments in Countrywide MBS (see ¶25), and April 2, 2010 for the remaining Luther Plaintiffs. See SAC at ¶¶27, 60-83.

<sup>2</sup> The investments in Countrywide MBS by David Luther, named-plaintiff in the November 14, 2007 Initial Luther Complaint, have yet to be disclosed publicly, and are only now known as a result of a request made to Luther's counsel. See SAC at ¶27.

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
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CWALT 2005-17	---	NI	---	---	---	IPERS, OPERS	NI
CWALT 2005-24	---	NI	---	---	---	IPERS, OPERS	NI
CWALT 2005-J4	---	NI	---	---	---	---	NI
CWALT 2005-J6	---	NI	---	---	---	---	NI
CWALT 2005-33CB	---	---	---	---	---	---	NI
CWALT 2005-36	---	---	---	---	---	---	NI
CWALT 2005-32T1	NI	---	---	---	---	---	NI
CWALT 2005-28CB	---	---	---	---	---	---	NI
CWALT 2005-30CB	---	---	---	---	---	---	NI
CWALT 2005-31	---	---	---	---	---	---	NI
CWALT 2005-27	---	---	---	---	---	---	NI
CWALT 2005-J7	Luther	---	Luther	Luther	---	---	NI
CWALT 2005-J8	---	---	---	---	---	---	NI
CWALT 2005-J9	---	---	---	---	---	---	NI
CWALT 2005-69	---	---	---	---	---	---	NI
CWALT 2005-34CB	---	---	---	---	---	---	NI
CWALT 2005-37T1	---	---	---	---	---	---	NI
CWALT 2005-35CB	---	---	---	---	---	---	NI
CWALT 2005-38	---	---	MASH	MASH	MASH	OPERS	NI
CWALT 2005-41	---	---	---	---	---	---	NI
CWALT 2005-40CB	---	---	---	---	---	---	NI
CWALT 2005-43	---	---	---	---	---	---	NI
CWALT 2005-47CB	---	---	---	---	---	---	NI
CWALT 2005-42CB	---	---	---	---	---	---	NI
CWALT 2005-44	---	---	---	---	---	OPERS	NI
CWALT 2005-45	---	---	---	---	---	---	NI
CWALT 2005-46CB	Luther	---	Luther, Vermont	Luther, Vermont	Vermont	---	NI
CWALT 2005-J10	Luther	---	Luther, Vermont	Luther, Vermont	Vermont	---	NI
CWALT 2005-48T1	---	---	---	---	---	---	NI
CWALT 2005-52CB	---	---	---	---	---	---	NI
CWALT 2005-49CB	---	---	---	---	---	---	NI
CWALT 2005-50CB	---	---	---	---	---	---	NI
CWALT 2005-54CB	---	---	Vermont	Vermont	Vermont	---	NI
CWALT 2005-53T2	---	---	---	---	---	---	NI
CWALT 2005-55CB	---	---	---	---	---	---	NI
CWALT 2005-56	---	---	PTOE	PTOE	PTOE	IPERS	NI
CWALT 2005-51	---	---	MASH	MASH	MASH	---	NI
CWALT 2005-59	NI	---	MASH/PTOE	MASH/PTOE	MASH/PTOE	---	NI
CWALT 2005-J11	---	---	---	---	---	---	NI
CWALT 2005-60T1	---	---	---	---	---	---	NI
CWALT 2005-63	---	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
CWALT 2005-61	---	---	---	---	---	GBPHB	NI
CWALT 2005-J12	---	---	---	---	---	OPERS	NI
CWALT 2005-J13	---	---	---	---	---	---	NI
CWALT 2005-58	---	---	---	---	---	---	NI
CWALT 2005-64CB	---	---	Vermont	Vermont	---	---	NI
CWALT 2005-57CB	---	---	---	---	---	---	NI
CWALT 2005-62	---	WASH	MASH, PTOE	WASH, MASH, PTOE	WASH, MASH, PTOE	OPERS	OPERS

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
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CWALT 2005-75CB	---	---	---	---	---	---	NI
CWALT 2005-71	---	---	---	---	---	---	NI
CWALT 2005-74T1	---	---	---	---	---	---	NI
CWALT 2005-70CB	---	---	---	---	---	---	NI
CWALT 2005-65CB	---	---	---	---	---	---	NI
CWALT 2005-73CB	---	---	---	---	---	---	NI
CWALT 2005-72	---	---	PTOE	PTOE	PTOE	OPERS	OPERS
CWALT 2005-J14	---	---	---	---	---	---	NI
CWALT 2005-JM1	---	---	---	---	---	---	NI
CWALT 2005-67CB	---	---	---	---	---	---	NI
CWALT 2005-79CB	---	---	---	---	---	---	NI
CWALT 2005-84	---	---	---	---	---	---	NI
CWALT 2005-77T1	---	---	---	---	---	---	NI
CWALT 2005-82	---	---	---	---	---	---	NI
CWALT 2005-85CB	---	---	---	---	---	---	NI
CWALT 2005-AR1	---	---	---	---	---	---	NI
CWALT 2005-80CB	---	---	---	---	---	---	NI
CWALT 2005-81	---	---	---	Maine	Maine	---	NI
CWALT 2005-86CB	---	---	---	---	---	---	NI
CWALT 2005-76	---	---	OEAP, MASH	OEAP, MASH	OEAP, MASH	---	NI
CWALT 2005-83CB	NI	---	---	---	---	---	NI
CWALT 2006-HY3	---	---	---	---	---	---	NI
CWALT 2006-OA1	NI	---	---	---	---	---	NI
CWALT 2006-2CB	---	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
CWALT 2006-OA2	NI	---	---	Maine	Maine	---	NI
CWMBS 2006-J1	---	---	---	---	---	---	NI
CWALT 2006-4CB	---	---	---	---	---	---	NI
CWALT 2006-5T2	---	---	---	---	---	---	NI
CWALT 2006-8T1	NI	---	---	---	---	---	NI
CWALT 2006-11CB	---	---	---	---	---	---	NI
CWALT 2006-12CB	---	---	---	---	---	---	NI
CWALT 2006-OC2	---	---	---	---	---	---	NI
CWALT 2006-HY10	---	---	---	---	---	---	NI
CWALT 2006-J2	---	---	---	---	---	---	NI
CWALT 2006-OA21	---	---	---	---	---	---	NI
CWALT 2006-13T1	---	---	---	---	---	---	NI
CWALT 2006-6CB	---	---	---	---	---	---	NI
CWALT 2006-7CB	---	---	---	---	---	---	NI
CWALT 2006-9T1	---	---	---	---	---	---	NI
CWALT 2006-OA9	---	---	---	---	---	---	NI
CWALT 2006-OA6	---	---	---	---	---	---	NI
CWALT 2006-15CB	---	---	---	---	---	---	NI
CWALT 2006-14CB	---	---	---	---	---	---	NI
CWALT 2006-17T1	---	---	---	---	---	---	NI
CWALT 2006-16CB	---	---	---	---	---	---	NI
CWALT 2006-HY11	---	---	---	---	---	---	NI
CWALT 2006-J3	---	---	---	---	---	---	NI
CWALT 2006-OC3	---	---	---	---	---	---	NI
CWALT 2006-OA8	---	---	---	---	---	---	NI
CWALT 2006-OA7	---	---	---	---	---	---	NI
CWALT 2006-20CB	---	---	---	---	---	---	NI
CWALT 2006-OC4	---	---	---	---	---	---	NI

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
CWALT 2006-18CB	---	---	---	---	---	---	NI
CWALT 2006-21CB	---	---	---	---	---	---	NI
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CWALT 2006-OC1	---	---	---	---	---	---	NI
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CWALT 2006-HY12	---	---	---	Maine	Maine	---	NI
CWALT 2006-19CB	---	---	---	---	---	---	NI
CWALT 2006-24CB	---	---	---	---	---	---	NI
CWALT 2006-OC5	---	---	---	---	---	IPERS	NI
CWALT 2006-J4	---	---	---	---	---	---	NI
CWALT 2006-OA10	---	---	---	---	---	---	NI
CWALT 2006-OA11	---	---	---	---	---	OPERS	NI
CWALT 2006-25CB	---	---	---	---	---	---	NI
CWALT 2006-26CB	---	---	---	---	---	---	NI
CWALT 2006-J5	---	---	---	---	---	---	NI
CWALT 2006-OA12	---	---	---	---	---	---	NI
CWALT 2006-OC6	---	---	---	---	---	---	NI
CWALT 2006-27CB	---	---	---	---	---	---	NI
CWALT 2006-28CB	---	---	MASH	MASH	MASH	---	NI
CWALT 2006-29T1	---	---	---	---	---	---	NI
CWALT 2006-OA16	---	---	---	---	---	---	NI
CWALT 2006-OC7	---	---	---	---	---	---	NI
CWALT 2006-32CB	---	---	---	---	---	---	NI
CWALT 2006-J6	---	---	---	---	---	---	NI
CWALT 2006-30T1	---	---	---	---	---	---	NI
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CWALT 2006-34	---	---	---	---	---	---	NI
CWALT 2006-33CB	---	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
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CWALT 2006-J7	---	---	---	---	---	---	NI
CWALT 2006-OA18	---	---	---	---	---	---	NI
CWALT 2006-OC9	---	---	---	---	---	GBPHB	NI
CWALT 2006-42	---	---	---	---	---	---	NI
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CWALT 2006-41CB	---	---	---	---	---	---	NI
CWALT 2006-OA19	---	---	---	---	---	GBPHB	NI
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CWALT 2007-HY2	---	---	---	---	---	---	NI

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
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CWALT 2007-3T1	---	---	---	---	---	---	NI
CWALT 2007-5CB	NI	---	---	---	---	IPERS, OPERS	NI
CWALT 2007-6	---	---	---	---	---	---	NI
CWALT 2007-7T2	---	---	---	---	---	---	NI
CWALT 2007-HY3	---	---	---	---	---	---	NI
CWALT 2007-J1	---	---	---	---	---	IPERS	NI
CWALT 2007-OA3	---	---	---	---	---	---	NI
CWALT 2007-10CB	---	---	---	---	---	---	NI
CWALT 2007-8CB	---	---	---	---	---	---	NI
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CWALT 2007-9T1	---	---	---	---	---	---	NI
CWALT 2007-HY5R	NI	---	---	---	---	OPERS, GBPHB	NI
CWALT 2007-OA7	---	---	---	---	---	OCERS	NI
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CWALT 2007-HY8C	NI	---	---	---	---	---	NI
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CWALT 2007-OA11	NI	---	---	---	---	---	NI
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CWHEL 2005-D	NI	---	---	---	---	---	NI
CWHEL 2005-E	NI	---	---	---	---	---	NI
CWHEL 2005-F	NI	---	---	---	---	OPERS	NI
CWHEL 2005-G	NI	---	---	---	---	OPERS	NI
CWHEL 2005-H	NI	---	PTOE	PTOE	PTOE	OPERS	OPERS

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
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CWHEL 2005-I	NI	---	---	---	---	---	NI
CWHEL 2005-J	NI	---	---	---	---	---	NI
CWHEL 2005-L	NI	---	---	---	---	---	NI
CWHEL 2005-K	NI	---	---	---	---	---	GBPHB
CWHEL 2005-M	NI	---	---	---	---	---	NI
CWHEL 2006-A	NI	---	---	---	---	---	NI
CWHEL 2006-B	NI	---	---	---	---	---	NI
CWHEL 2006-C	NI	---	---	---	---	---	NI
CWHEL 2006-D	NI	---	---	---	---	---	NI
CWL 2006-S1	NI	---	---	---	---	---	NI
CWL 2006-S2	NI	---	Vermont	Vermont	Vermont	---	NI
CWHEL 2006-E	NI	---	---	---	---	---	NI
CWL 2006-S3	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	IPERS	IPERS
CWHEL 2006-F	NI	---	---	---	---	---	NI
CWHEL 2006-G	NI	---	---	---	---	---	NI
CWL 2006-S4	NI	---	---	---	---	---	NI
CWL 2006-S5	NI	---	---	---	---	---	NI
CWHEL 2006-H	NI	---	---	---	---	---	NI
CWL 2006-S6	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
CWL 2006-S7	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
CWHEL 2006-I	NI	---	---	---	---	---	NI
CWL 2006-S8	NI	---	---	---	---	IPERS	NI
CWL 2006-S10	NI	---	---	---	---	---	NI
CWL 2006-S9	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	IPERS	IPERS
CWHEL 2007-A	NI	---	---	---	---	---	NI
CWL 2007-S1	NI	---	---	---	---	OCERS	NI
CWHEL 2007-B	NI	---	---	---	---	---	NI
CWHEL 2007-C	NI	---	---	---	---	---	NI
CWL 2007-S2	NI	---	---	---	---	---	NI
CWL 2007-S3	NI	---	---	---	---	---	NI
CWHEL 2007-D	NI	---	---	---	---	---	NI
CWHEL 2007-E	NI	---	---	---	---	IPERS	NI
CWHEL 2007-G	NI	---	---	---	---	---	NI
CWL 2005-BC3	NI	---	---	---	---	---	NI
CWL 2005-4	NI	---	Vermont	Vermont	Vermont	GBPHB	NI
CWL 2005-AB2	NI	---	---	---	---	---	NI
CWL 2005-5	NI	---	---	Maine	Maine	---	NI
CWL 2005-6	NI	---	---	Maine	Maine	IPERS	NI
CWL 2005-7	NI	WASH	---	WASH	WASH	---	NI
CWL 2005-IM1	NI	---	---	---	---	IPERS	NI
CWL 2005-8	NI	---	---	---	---	---	NI
CWL 2005-10	NI	---	---	---	---	GBPHB	NI
CWL 2005-AB3	NI	---	PTOE	PTOE	PTOE	GBPHB	NI
CWL 2005-9	NI	---	---	Maine	Maine	---	NI
CWL 2005-11	NI	---	PTOE	PTOE	PTOE	GBPHB	GBPHB
CWL 2005-BC4	NI	---	---	---	---	---	NI
CWL 2005-12	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
CWL 2005-IM2	NI	---	---	---	---	---	NI
CWL 2005-13	NI	---	---	---	---	GBPHB	NI

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
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CWL 2005-AB4	NI	---	---	---	---	---	NI
CWHL 2005-HYB9	NI	---	---	Maine	Maine	OCERS	OCERS
CWL 2005-14	NI	---	---	---	---	---	NI
CWL 2005-IM3	NI	---	---	---	---	---	NI
CWL 2005-16	NI	---	---	---	---	---	NI
CWL 2005-17	NI	---	---	---	---	---	NI
CWL 2005-AB5	NI	---	---	---	---	---	NI
CWL 2005-BC5	NI	---	---	---	---	---	NI
CWL 2005-15	NI	---	---	---	---	---	NI
CWL 2006-IM1	NI	---	---	---	---	GBPHB	NI
CWL 2006-1	NI	WASH	---	WASH	WASH	---	NI
CWL 2006-2	NI	---	---	---	---	---	NI
CWL 2006-3	NI	---	---	Maine	Maine	GBPHB	GBPHB
CWL 2006-4	NI	---	---	Maine	Maine	---	NI
CWL 2006-5	NI	---	---	---	---	GBPHB	NI
CWL 2006-6	NI	---	---	Maine	Maine	GBPHB	GBPHB
CWL 2006-BC1	NI	---	---	---	---	GBPHB	NI
CWL 2006-BC2	NI	---	---	---	---	---	NI
CWL 2006-7	NI	---	---	---	---	---	NI
CWL 2006-8	NI	---	---	---	---	---	NI
CWL 2006-SPS1	NI	---	---	---	---	---	NI
CWL 2006-13	NI	---	---	---	---	---	NI
CWL 2006-ABC1	NI	---	---	---	---	---	NI
CWL 2006-11	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	GBPHB	GBPHB
CWL 2006-10	NI	---	---	---	---	---	NI
CWL 2006-12	NI	---	---	---	---	---	NI
CWL 2006-9	NI	---	Vermont	Vermont	Vermont	GBPHB	GBPHB
CWL 2006-BC3	NI	---	---	---	---	---	NI
CWL 2006-SPS2	NI	---	---	---	---	---	NI
CWL 2006-14	NI	---	---	---	---	---	NI
CWL 2006-17	NI	---	---	---	---	---	NI
CWL 2006-15	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	GBPHB	GBPHB
CWL 2006-16	NI	---	---	---	---	---	NI
CWL 2006-18	NI	---	---	---	---	---	NI
CWL 2006-BC4	NI	---	---	---	---	---	NI
CWL 2006-19	NI	---	---	---	---	---	NI
CWL 2006-20	NI	---	---	---	---	---	NI
CWL 2006-21	NI	---	---	---	---	---	NI
CWL 2006-22	NI	---	---	---	---	GBPHB	NI
CWL 2006-23	NI	---	---	---	---	GBPHB	NI
CWL 2006-24	NI	---	Vermont	Vermont	Vermont	GBPHB	GBPHB
CWL 2006-25	NI	---	---	---	---	---	NI
CWL 2006-26	NI	---	---	---	---	---	NI
CWL 2006-BC5	NI	---	---	---	---	---	NI
CWL 2007-1	NI	---	---	---	---	IPERS, OPERS	NI
CWL 2007-2	NI	---	---	---	---	---	NI
CWL 2007-BC1	NI	---	---	---	---	---	NI
CWL 2007-3	NI	---	---	---	---	---	NI
CWL 2007-4	NI	---	---	---	---	---	NI
CWL 2007-5	NI	---	---	---	---	---	NI
CWL 2007-6	NI	---	---	---	---	---	NI

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
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CWL 2007-BC2	NI	---	---	---	---	---	NI
CWL 2007-7	NI	---	---	---	---	---	NI
CWL 2007-8	NI	---	---	---	---	---	NI
CWL 2007-9	NI	---	---	---	---	---	NI
CWL 2007-10	NI	---	---	---	---	---	NI
CWL 2007-11	NI	---	---	---	---	IPERS	NI
CWL 2007-BC3	NI	---	---	---	---	---	NI
CWL 2007-12	NI	---	---	---	---	---	NI
CWL 2007-13	NI	---	---	---	---	IPERS	NI
CWHL 2005-HY10	NI	---	---	---	---	---	NI
CWHL 2005-HYB4	NI	---	MASH	MASH	MASH	---	NI
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CWHL 2005-J2	NI	---	---	---	---	---	NI
CWHL 2005-17	NI	---	---	---	---	---	NI
CWHL 2005-16	NI	---	---	---	---	---	NI
CWHL 2005-HYB5	NI	---	---	---	---	---	NI
CWHL 2005-J3	NI	---	---	---	---	---	NI
CWHL 2005-19	NI	---	---	---	---	---	NI
CWHL 2005-18	NI	---	---	---	---	---	NI
CWHL 2005-20	NI	---	---	---	---	---	NI
CWHL 2005-21	NI	---	---	---	---	---	NI
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CWHL 2005-23	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
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CWHL 2005-24	NI	---	---	---	---	---	NI
CWHL 2005-25	NI	---	---	---	---	---	NI
CWHL 2005-26	NI	---	---	---	---	---	NI
CWHL 2005-HYB7	NI	---	---	---	---	---	NI
CWHL 2005-J4	NI	---	---	---	---	---	NI
CWHL 2005-HYB8	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
CWHL 2005-30	NI	---	---	---	---	---	NI
CWHL 2005-31	NI	---	---	---	---	OCERS	NI
CWHL 2006-1	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	---	NI
CWHL 2006-HYB1	NI	---	---	---	---	---	NI
CWHL 2006-J1	NI	---	---	---	---	---	NI
CWHL 2006-3	NI	---	MASH	MASH	MASH	IPERS	NI
CWHL 2006-6	NI	---	---	---	---	---	NI
CWHL 2006-HYB2	NI	---	---	---	---	---	NI
CWHL 2006-J2	NI	---	---	---	---	---	NI
CWHL 2006-OA4	NI	---	---	---	---	---	NI
CWHL 2006-OA5	NI	---	---	---	---	IPERS, OPERS	NI
CWHL 2006-TM1	NI	---	---	---	---	---	NI
CWHL 2006-9	NI	---	---	---	---	---	NI
CWHL 2006-10	NI	---	---	---	---	---	NI

Offering	Plaintiff(s) with Standing in Initial Luther Complaint (11/14/07)	Plaintiff(s) with Standing in Washington State Complaint (6/12/08)	Plaintiff(s) with Standing in Amended Luther Complaint (9/9/08)	Plaintiff(s) with Standing in Luther Consolidated Complaint (10/16/08)	Plaintiff(s) with Standing in Federal Complaint (1/14/10)	Plaintiff(s) with Standing in FAC (7/13/10)	Plaintiff(s) with Standing in SAC (12/6/10)
CWHL 2006-8	NI	---	---	---	---	---	NI
CWHL 2006-11	NI	---	---	---	---	---	NI
CWHL 2006-HYB3	NI	WASH	Vermont	WASH, Vermont	WASH, Vermont	OPERS	OPERS
CWHL 2006-12	NI	---	---	---	---	---	NI
CWHL 2006-J3	NI	---	---	---	---	---	NI
CWHL 2006-HYB4	NI	WASH	Vermont, MASH	WASH,MASH, Vermont	WASH, MASH Vermont	---	NI
CWHL 2006-13	NI	---	---	---	---	---	NI
CWHL 2006-HYB5	NI	---	---	---	---	---	NI
CWHL 2006-J4	NI	---	---	---	---	---	NI
CWHL 2006-14	NI	---	---	---	---	---	NI
CWHL 2006-15	NI	---	---	---	---	---	NI
CWHL 2006-16	NI	---	---	---	---	---	NI
CWHL 2006-17	NI	---	---	---	---	---	NI
CWHL 2006-18	NI	---	---	---	---	---	NI
CWHL 2006-19	NI	---	---	---	---	---	NI
CWHL 2006-20	NI	---	---	---	---	---	NI
CWHL 2006-21	NI	---	---	---	---	---	NI
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CWHL 2007-HYB1	NI	---	---	---	---	IPERS	NI
CWHL 2007-J1	NI	---	---	---	---	---	NI
CWHL 2007-3	NI	---	Vermont	Vermont	Vermont	---	NI
CWHL 2007-HY1	NI	---	---	---	---	OCERS	NI
CWHL 2007-HYB2	NI	---	---	---	---	IPERS	NI
CWHL 2007-5	NI	---	Vermont	Vermont	Vermont	---	NI
CWHL 2007-2	NI	---	---	---	---	---	NI
CWHL 2007-4	NI	---	---	---	---	---	NI
CWHL 2007-6	NI	---	---	---	---	---	NI
CWHL 2007-7	NI	---	---	---	---	---	NI
CWHL 2007-HY3	NI	---	---	---	---	---	NI
CWHL 2007-10	NI	---	---	---	---	OPERS	NI
CWHL 2007-8	NI	---	---	---	---	---	NI
CWHL 2007-9	NI	---	Vermont	Vermont	Vermont	---	NI
CWHL 2007-J2	NI	---	---	---	---	---	NI
CWHL 2007-11	NI	---	---	---	---	---	NI
CWHL 2007-12	NI	---	---	---	---	---	NI
CWHL 2007-13	NI	---	---	---	---	---	NI
CWHL 2007-J3	NI	---	---	---	---	---	NI
CWHL 2007-14	NI	---	---	---	---	---	NI
CWHL 2007-15	NI	---	---	---	---	---	NI
CWHL 2007-HY5	NI	---	---	---	---	---	NI
CWHL 2007-16	NI	---	---	---	---	IPERS, OPERS	NI
CWHL 2007-17	NI	---	---	---	---	---	NI
CWHL 2007-18	NI	---	---	---	---	---	NI
CWHL 2007-HY4	NI	---	---	---	---	---	NI
CWHL 2007-HY6	NI	---	---	---	---	---	NI
CWHL 2007-19	NI	---	---	---	---	---	NI
CWHL 2007-HY7	NI	---	---	---	---	---	NI
CWHL 2007-20	NI	---	---	---	---	---	NI
CWHL 2007-21	NI	---	---	---	---	---	NI

SAC Appendix Exhibit F

**Timeliness of Claims Asserted in the SAC Based on Statutes of Tolling and Repose,  
as Per the Countrywide Tolling Decision**

Offering	Effective Date of Shelf Registration Statement	Effective Date of Prospectus Supplement	Date of Bona Fide Offering to Public for Section 11 Purposes <i>(for Issuers and Underwriters ONLY)</i>	Date of Bona Fide Offering to Public for Section 12(a)(2) purposes	Date of Pleading on which Plaintiffs base <i>American Pipe</i> Tolling	Luther Plaintiff(s) with Standing as of Date Tolling Commenced	Plaintiff(s) with Standing in SAC
CWL 2005-11	June 10, 2005	September 23, 2005	June 10, 2005	September 23, 2005	September 9, 2008	PTOE	GBPHB
CWHL 2005-HYB9	June 10, 2005	November 29, 2005	June 10, 2005	November 29, 2005	October 16, 2008	Maine	OCERS
CWALT 2005-62	July 25, 2005	October 28, 2005	July 25, 2005	October 28, 2005	June 12, 2008	WASH, MASH	OPERS
CWALT 2005-72	July 25, 2005	November 29, 2005	July 25, 2005	November 29, 2005	September 9, 2008	PTOE	OPERS
CWHEL 2005-H	August 4, 2005	September 28, 2005	August 4, 2005	September 28, 2005	September 9, 2008	PTOE	OPERS
CWL 2006-3	February 21, 2006	February 23, 2006	February 23, 2006	February 23, 2006	October 16, 2008	Maine	GBPHB
CWL 2006-6	February 21, 2006	March 27, 2006	March 27, 2006	March 27, 2006	October 16, 2008	Maine	GBPHB
CWL 2006-11	February 21, 2006	June 28, 2006	June 28, 2006	June 28, 2006	June 12, 2008	WASH, Vermont	GBPHB
CWL 2006-9	February 21, 2006	June 29, 2006	June 29, 2006	June 29, 2006	September 9, 2008	Vermont	GBPHB
CWHL 2006-HYB3	March 6, 2006	April 26, 2006	April 26, 2006	April 26, 2006	June 12, 2008	WASH, Vermont	OPERS
CWL 2006-S3	April 12, 2006	June 26, 2006	June 26, 2006	June 26, 2006	June 12, 2008	WASH, Vermont	IPERS
CWL 2006-S9	April 12, 2006	December 28, 2006	December 28, 2006	December 28, 2006	June 12, 2008	WASH, Vermont	IPERS
CWL 2006-15	August 8, 2006	September 27, 2006	September 27, 2006	September 27, 2006	June 12, 2008	WASH, Vermont	GBPHB
CWL 2006-24	August 8, 2006	December 28, 2006	December 28, 2006	December 28, 2006	September 9, 2008	Vermont	GBPHB

**NOTE:** Each Individual Defendant signed each Shelf Registration Statement. Because the Individual Defendants signed as officers or directors, in all cases the date of bona fide offering to the public for Section 11 purposes for these Defendants is the effective date of the relevant shelf registration statement. See 17 C.F.R. §§ 230.430B(f)(2), 230.430B(f)(4); *In re Countrywide Fin. Corp. Secs. Litig.*, 2009 WL 943271, at \*6-7 (C.D. Cal. Apr. 26, 2009).

**SAC Appendix Exhibit G**

**Percentage of Offerings at Issue in the SAC that Initially Were Awarded AAA Ratings**

Series	Total Offering Amount	Initial Amount Rated AAA	Initial Percentage of Total Offering Rated AAA
CWALT 2005-62	\$1,559,819,100	\$1,427,495,100	92%
CWALT 2005-72	\$737,628,100	\$660,862,000	90%
CWHEL 2005-H	\$1,771,875,000	\$1,771,875,000	100%
CWL 2006-S3	\$1,000,000,100	\$1,000,000,100	100%
CWL 2006-S9	\$1,000,000,100	\$1,000,000,100	100%
CWL 2005-11	\$1,929,704,100	\$1,556,688,100	81%
CWHL 2005-HYB9	\$1,088,954,000	\$1,072,675,000	99%
CWL 2006-3	\$1,361,500,100	\$1,109,500,100	81%
CWL 2006-6	\$1,762,200,100	\$1,461,600,100	83%
CWL 2006-9	\$563,832,100	\$484,386,100	86%
CWL 2006-11	\$1,846,600,100	\$1,639,510,100	89%
CWL 2006-15	\$937,000,100	\$826,000,100	88%
CWL 2006-24	\$1,305,024,100	\$1,099,392,100	84%
CWHL 2006-HYB3	\$966,897,100	\$923,706,100	96%

**CITATIONS TO MISSTATEMENTS AND  
OMISSIONS IN THE OFFERING DOCUMENTS**

**SAC Appendix Exhibit H**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-18-19
333-125963(CWMBS)	S-21

**SAC Appendix Exhibit I**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-54	CWHL 2006-HYB3	S-98
CWALT 2005-72	S-36		

**SAC Appendix Exhibit J**

<b>Registration Statement</b>	<b>Page Number</b>
333-125164 (CWABS)	S-47
333-131591 (CWABS)	S-38-39
333-135846 (CWABS)	S-38-39
333-126790 (CWHEQ)	S-25
333-132375 (CWHEQ)	S-38-39

**SAC Appendix Exhibit K**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWL 2005-H	S-21	CWL 2006-6	S-35
CWL 2006-S3	S-25	CWL 2006-9	S-40
CWL 2006-S9	S-31	CWL 2006-11	S-42
CWL 2005-11	S-29-30	CWL 2006-15	S-33-34
CWHL 2005-HYB9	S-43	CWL 2006-24	S-40
CWL 2006-3	S-37-38		

**SAC Appendix Exhibit L**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWL 2005-H	S-21	CWL 2006-S9	S-31
CWL 2006-S3	S-25		

**SAC Appendix Exhibit M**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWL 2005-H	S-22	CWL 2006-S9	S-32
CWL 2006-S3	S-26-27		

**SAC Appendix Exhibit N**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	23
333-126790 (CWHEQ)	23
333-132375 (CWHEQ)	39
333-125164 (CWABS)	18
333-135846 (CWABS)	39
333-131591 (CWABS)	39
333-131662 (CWMBS)	25

**SAC Appendix Exhibit O**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-23
333-126790 (CWHEQ)	S-26
333-132375 (CWHEQ)	S-54
333-125164 (CWABS)	S-48
333-135846 (CWABS)	S-40
333-131591 (CWABS)	S-40
333-131662 (CWMBS)	S-41

**SAC Appendix Exhibit P**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-19

**SAC Appendix Exhibit Q**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-53	CWALT 2005-72	S-35-36

**SAC Appendix Exhibit R**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-20

**SAC Appendix Exhibit S**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-55	CWALT 2005-72	S-37

**SAC Appendix Exhibit T**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-21

**SAC Appendix Exhibit U**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-56	CWALT 2005-72	S-38

**SAC Appendix Exhibit V**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-21

**SAC Appendix Exhibit W**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-56	CWALT 2005-72	S-38

**SAC Appendix Exhibit X**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-21

**SAC Appendix Exhibit Y**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-56	CWALT 2005-72	S-38

**SAC Appendix Exhibit Z**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-21-22

**SAC Appendix Exhibit AA**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-56	CWALT 2005-72	S-38

**SAC Appendix Exhibit BB**

<b>Registration Statement</b>	<b>Page Number</b>
333-123902 (CWALT)	S-20
333-131662 (CWMBS)	S-54

**SAC Appendix Exhibit CC**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-55	CWHL 2006-HYB3	S-99
CWALT 2005-72	S-37		

**SAC Appendix Exhibit DD**

<b>Registration Statement</b>	<b>Page Number</b>
333-125164 (CWABS)	S-47
333-131591 (CWABS)	S-39
333-135846 (CWABS)	S-38-39
333-132375 (CWHEQ)	S-39
333-126790 (CWHEQ)	S-25

**SAC Appendix Exhibit EE**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWL 2006-S3	S-26	CWL 2006-6	S-36
CWL 2006-S9	S-31-32	CWL 2006-9	S-40
CWL 2005-11	S-30	CWL 2006-11	S-42-43
CWHL 2005-HYB9	41	CWL 2006-15	S-34
CWL 2006-3	S-38	CWL 2006-24	S-40

**SAC Appendix Exhibit FF**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWL 2005-H	S-22	CWL 2006-S3	S-26

**SAC Appendix Exhibit GG**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWL 2006-S9	S-32		

**SAC Appendix Exhibit HH**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-57	CWALT 2005-72	S-39

**SAC Appendix Exhibit II**

<b>Series</b>	<b>Page Number</b>	<b>Series</b>	<b>Page Number</b>
CWALT 2005-62	S-55	CWL 2006-3	S-38
CWALT 2005-72	S-37	CWL 2006-6	S-36
CWL 2005-H	S-23	CWL 2006-9	S-40-41
CWL 2006-S3	S-22	CWL 2006-11	S-43
CWL 2006-S9	S-27	CWL 2006-15	S-34
CWL 2005-11	S-23-24	CWL 2006-24	S-41-42
CWL 2005-HYB9	42	CWHL 2006-HYB3	S-99

**PROOF OF SERVICE VIA ELECTRONIC MAIL**

I, the undersigned, say:

I am a citizen of the United States and am employed in the office of a member of the Bar of this Court. I am over the age of 18 and not a party to the within action. My business address is 1801 Avenue of the Stars, Suite 311, Los Angeles, California 90067.

On December 6, 2010, I caused to be served the following document:

## **SECOND AMENDED CLASS ACTION COMPLAINT**

By sending this document for receipt electronically by the parties as listed on the attached Service List.

And on the following non-ECF registered party:

Lauren G Kerkhoff  
Robbins Geller Rudman & Dowd LLP  
655 West Broadway Suite 1900  
San Diego, CA 92101-8498

**By Mail:** By placing true and correct copies thereof in individual sealed envelopes, with postage thereon fully prepaid, which I deposited with my employer for collection and mailing by the United States Postal Service. I am readily familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, this correspondence would be deposited by my employer with the United States Postal Service that same day.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 6, 2010, at Los Angeles, California.

  
Harry H. Kharadjian

Harry H. Kharadjian

## Mailing Information for a Case 2:10-cv-00302-MRP -MAN

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